



August 12, 2022

Arizona Corporation Commission
1200 W. Washington Street
Phoenix, AZ 85007

RE: Community Solar, Docket No. E-00000A-22-0103

Madam Chair, Commissioners, Commission Staff, and Interested Stakeholders,

The signatories to this letter — a coalition of solar and storage industry partners, including developers, subscriber acquisition and management firms, and advocacy groups — appreciate the Commission and Staff conducting the working group meetings regarding the implementation of a community solar program in Arizona. We believe that a properly constructed community solar program will provide bill savings to electric utility customers, promote electric grid resiliency, and assist Arizona in its transition to clean energy. We are committed to docketing information that will assist in the Commission's consideration of a proposal for implementation and we look forward to continued participation and discussion in the working group sessions.

We were encouraged by the progress made during the Commission's community solar working group held on August 4, 2022 and appreciate that the next meeting will be a two day working group session held on August 30 and 31. We understand that Staff is still developing the proposed agenda for the August meetings; therefore, we suggest the following topics: bill credit structure and value, eligible subscribers and low- and moderate-income (LMI) subscriber participation, program and project size, project selection, storage, and hosting capacity maps.

To the extent that it is helpful to the Staff and other stakeholders, below are potential questions that could be posed for each topic at the next meeting.

- **Bill credit structure and value**
 - How should the bill credit be structured?
 - Would the resource comparison proxy (RCP) accurately represent the full value of community solar projects?
 - Given the bill credit structure, what is the projected value of the bill credit?
 - What should the term of the bill credit be?
- **Eligible subscribers and LMI participation**
 - Which customer classes should be eligible for participation in the program?
 - Should there be percentage per-project subscription targets or requirements for certain customer classes?
 - Should there be a required percentage for LMI customer subscription?
 - Should there be a maximum project capacity that “anchor tenants” can subscribe to?
- **Program size and project size**
 - Should there be a cap on program size?
 - If yes, how should it be constructed? (e.g., percentage of total retail sales vs. number of MW)
 - Should there be a maximum project size or only a requirement that projects connect to the distribution grid?
- **Project selection**
 - How should projects be selected for participation in the program? (e.g., first-come first-served vs. RFP)
 - What type of project maturity milestones should be required for eligibility in the program, and should those milestones depend on the program size (capped versus uncapped)?
- **Storage**
 - Should community renewables projects be limited to solar photovoltaic systems, potentially paired with storage?
- **Hosting capacity maps**
 - Has Arizona Public Service (APS) completed a hosting capacity study and if so, how do the results compare to what would be needed for program implementation?
 - Does APS have hosting capacity maps and if so, how are they to be used by developers?
 - Are there recommended examples of hosting capacity maps in other states?
 - What types of data should be included in hosting capacity maps and how often should they be updated?

Further, as was requested at the August 4th working group meeting, we have provided as **Attachment A** an illustrative example of cash flows for a community solar program, sample or redacted bills as **Attachment B** from Minnesota and New York, and sample contracts from Nautilus and Arcadia as **Attachment C**.

We appreciate the opportunity to address these important concerns. We look forward to continuing to engage in the working group process to develop a successful community solar program in Arizona.

Respectfully,

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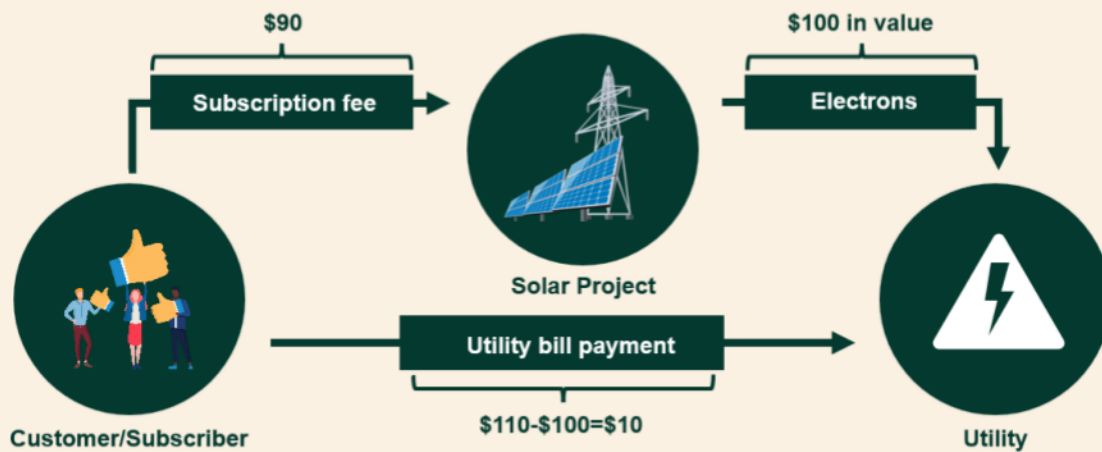
ATTACHMENT A: Community Solar Program Cash Flows

CONSUMER BILL SAVINGS & FLEXIBILITY

Example: The customer's utility bill would otherwise be \$110. In a given month, the solar project generates electricity that produces bill credits worth \$100 for a given customer. The customer's utility bill is reduced to \$10 (\$110 - \$100). The customer is guaranteed 10% savings on the bill credits, so he or she pays \$90 for the bill credits. The customer pays \$100 total (\$90 + \$10).

What customer
would have paid: = \$110

What customer
pays with community
solar: = \$100



ATTACHMENT B: Sample Bills



[Redacted address block]

Account information:
[Redacted account information]

Statement for [Redacted name]

Billing period	Payment date	Payment method	Energy usage
May 04 – Jun 03	June 12, 2022	[Redacted]	1236 kWh

Product	Amount
ConEd Utility	\$386.14
ConEd Bill: \$0.00	
Community Solar Farm: \$386.14	
Solar Farm Savings	-\$38.61
10% savings from Community Solar Farm: \$38.61	
Total	\$347.53

Jun 16, 2022 to Jul 19, 2022

ACCOUNT NUMBER

PLEASE PAY BY

AMOUNT DUE

Aug 14, 2022

\$ 83.84

www.nationalgridus.com

CUSTOMER SERVICE

1-800-642-4272

GAS EMERGENCIES

1-800-892-2345

(Does not replace 911 emergency medical service)

OUTAGE AND ELECTRIC EMERGENCIES

1-800-867-5222

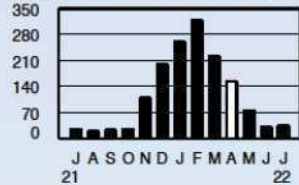
CORRESPONDENCE ADDRESS

300 Erie Blvd West
Syracuse, NY 13202

DATE BILL ISSUED

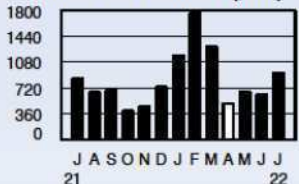
Jul 21, 2022

GAS USAGE HISTORY (Therms)



Daily Averages	Jul 21	Jul 22
Therms	0.8	1.1
Cost	\$ 1.40	\$ 2.01

ELECTRIC USAGE HISTORY (kWh)



Daily Averages	Jul 21	Jul 22
kWh	26.5	28.6
Cost	\$ 4.43	\$ 0.52

■ Actual □ Estimated

nationalgrid

300 Erie Blvd West
Syracuse NY 13202-0960

ACCOUNT BALANCE

Previous Balance		113.14
Payment Received on JUN 24 (ACH)	THANK YOU	- 113.14
Current Charges		+ 83.84
Amount Due ▶		\$ 83.84

To avoid late payment charges of 1.5%, \$ 83.84 must be received by Aug 14 2022.

SUMMARY OF CURRENT CHARGES

	DELIVERY SERVICES	SUPPLY SERVICES	OTHER CHARGES/ADJUSTMENTS	TOTAL
Electric Service	17.68	0.00		17.68
Gas Service	41.01	25.56		66.57
Other Charges/Adjustments			-0.41	-0.41
Total Current Charges	\$ 58.69	\$ 25.56	-\$ 0.41	\$ 83.84



National Grid buys low cost energy and receives a Residential Consumer Discount monthly payment from the New York Power Authority (NYPA) to be used as a benefit for residential customers. This bill reflects a savings of \$ 1.26 from these benefits.



Tougher Penalties Help Protect Utility Workers: New York State has new laws in place to help better protect our field workers who face a number of challenges. Now, any action by a member of the public that prevents a utility worker from performing their job, or causes the worker physical injury, is considered a felony.



Payment concerns? We are here to help. To learn about solutions to help you take control of your energy use and bills, visit www.ngrid.com/billhelp.



WILL WE BE ABLE TO REACH YOU DURING A POWER OUTAGE?: During a power outage, phones with a direct link to a local phone line are able to operate. Phones that are **not** directly linked (for example, wireless phones with answering machines) need electricity to make/receive calls. If you would like to register another phone number, such as a cell phone, as your account's primary phone number, please go to www.nationalgrid.com/myaccount to update your information so that we may be able to reach you with important information during power outages.

KEEP THIS PORTION FOR YOUR RECORDS.

RETURN THIS PORTION WITH YOUR PAYMENT.

ACCOUNT NUMBER

PLEASE PAY BY

AMOUNT DUE

Aug 14, 2022

\$ 83.84

ENTER AMOUNT ENCLOSED

\$

Write account number on check and make payable to National Grid

NATIONAL GRID
PO BOX 371376
PITTSBURGH PA 15250-7376

000008384 93552151180000008384226

Jun 16, 2022 to Jul 19, 2022

ACCOUNT NUMBER

PLEASE PAY BY

AMOUNT DUE

Aug 14, 2022

\$ 83.84

Enrollment Information

To enroll with a supplier or change to another supplier, you will need the following information about your account:

Loadzone Capital

Acct No: 93552-15118 Cycle: 14, MULK

Electric Usage		Gas Usage	
Month	kWh	Month	Therms
Jul 21	847	Jul 21	26
Aug 21	667	Aug 21	19
Sep 21	692	Sep 21	23
Oct 21	413	Oct 21	26
Nov 21	465	Nov 21	111
Dec 21	747	Dec 21	201
Jan 22	1180	Jan 22	262
Feb 22	1757	Feb 22	318
Mar 22	1308	Mar 22	222
Apr 22	509	Apr 22	155
May 22	673	May 22	77
Jun 22	624	Jun 22	32
Jul 22	944	Jul 22	35

Choosing an Energy Supplier You can choose who supplies your energy. No matter which energy supplier you choose, National Grid will continue to deliver energy to you safely, efficiently and reliably. We will also continue to provide your customer service, including emergency response and storm restoration. National Grid is dedicated to creating an open energy market that lets you choose from a variety of competitive energy suppliers, who may offer different pricing options. For information on authorized energy suppliers and how to choose, please visit us online at ngrid.com/uny-energychoice

Notice About Electronic Check Conversion

By sending your completed, signed check to us, you authorize us to use the account information from your check to make an electronic fund transfer from your account for the same amount as the check. If the electronic fund transfer cannot be processed for technical reasons, you authorize us to process the copy of your check.

DETAIL OF CURRENT CHARGES**Delivery Services****Electricity Delivery**

Service Period	No. of days	Current Reading	-	Previous Reading	=	Total Usage
Jun 16 - Jul 19	33	83874 Actual		82930 Actual		944 kWh

METER NUMBER 29882701 NEXT SCHEDULED READ DATE ON OR ABOUT Aug 18

RATE Electric SC1 Heat

Accumulated kWh	0 kWh
Transfer kWh from Host	-1033 kWh
Current Bill Period kWh	944 kWh
Carryover kWh	-89 kWh
Net Metering Adjustment Factor	0.16648417
Basic Service (not including usage)	17.33
Delivery	0.06858421 x 944 kWh 64.75
Community Net Metering Adjustment	-64.56
SBC	0.005203 x 944 kWh 4.91
Legacy Transition Chrg	-0.002304 x 944 kWh -2.18
RDM	-0.00537817 x 944 kWh -5.08
Transmission Rev Adj	0.00229 x 944 kWh 2.16
Tariff Surcharge	2.04082 % 0.35
Total Electricity Delivery	\$ 17.68

Gas Delivery

Service Period	No. of days	Current Reading	-	Previous Reading	=	Measured CCF	x	Therm Factor	=	Therms Used
Jun 16 - Jul 19	33	4661 Actual		4627 Actual		34		1.0277		35

METER NUMBER 0V432267 NEXT SCHEDULED READ DATE ON OR ABOUT Aug 18

RATE Gas SC1 Res Heat

Jun 16, 2022 to Jul 19, 2022

ACCOUNT NUMBER

PLEASE PAY BY

AMOUNT DUE

Aug 14, 2022

\$ 83.84

www.nationalgridus.com



We're here to help this summer.

We offer ways to help you manage your energy use and monthly bills — including budget payment plans, energy efficiency tips and programs, and assistance with community support agencies.

Learn more at ngrid.com/heretohelp

Estamos aquí para ayudarlo este verano.

Ofrecemos formas de ayudarlo a gestionar su consumo de energía y sus facturas mensuales, incluidos planes de pago de presupuestos, consejos y programas de eficiencia energética y asistencia con agencias de apoyo comunitario.

Obtenga más información en ngrid.com/heretohelp

Basic Service Charge (including first 3 therms)		21.12
Over/Last 32 Therms	0.58649691 x 32 therms	18.77
Delivery Service Adj(s)	0.00833033 x 35 therms	0.30
Tariff Surcharge	2.04082 %	0.82

Total Gas Delivery \$ 41.01

Total Delivery Services \$ 58.69

Supply Services

Electricity Supply

SUPPLIER National Grid

Electricity Supply	0.11818 x 944 kWh	111.56
Community Net Metering Adjustment		-92.60
Merchant Function	0.00225248 x 944 kWh	2.13
ESRM	-0.022342 x 944 kWh	-21.09

Total Electricity Supply \$ 0.00

Gas Supply

SUPPLIER National Grid

Gas Supply	0.70172977 x 35 therms	24.56
Merchant Function	0.02862937 x 35 therms	1.00

Total Gas Supply \$ 25.56

Total Supply Services \$ 25.56

Other Charges/Adjustments

Paperless Billing Credit	-0.41
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Total Other Charges/Adjustments -\$ 0.41

► For Your Information

The following charges are already included in the "Delivery Services" portion of your bill. If you were to choose an alternate supplier, billing charges may be included, instead, in that supplier's charges.

Billing Services

Billing	0.82
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Total Billing Services \$ 0.82

For Your Information

We want you to easily understand your bill, the terms we use and the charges that appear. Following is a brief explanation of items that appear on your bill, as well as payment programs and billing services we offer. If you have questions or want more detailed explanations, please visit our website at www.nationalgrid.com or call 1-800-642-4272.

Paying Your Bill/ Payment Options

- **DirectPay:** If you choose, National Grid will automatically withdraw your monthly bill payment from your checking or savings account. You will avoid the inconvenience of check writing, stamps, mailing and due dates. Your service bill will indicate your energy usage and the date of your next automatic withdrawal.
- **By Mail:** Send us your payment in the envelope provided with your bill. For your protection, please do not send cash. Put your 10-digit account number on your check or money order and include your bill stub. Please do not staple or paper clip your check to the stub.
- **In Person:** Pay at an authorized payment location by cash or check. Please bring your bill with you. Most locations charge a fee for providing this service. For the payment locations nearest you, visit our website or contact us.
- **Online:** Enroll online to receive and pay your bill online. The online function will begin with the next billing cycle following your enrollment.
- **Late Payment Charge:** To avoid Late Payment Charges, your payment must be received by the date shown on the front of the bill.

Charges

Charges for electric or gas service are based on rates or prices approved by the New York State Public Service Commission (PSC). When changes in prices are approved by the PSC, information will be included with your bill. Complete price schedules are available on our website or by contacting us. National Grid reserves the right to upwardly adjust a previously issued bill or back bill.

Basic Service: A charge to cover costs for meter reading, billing, equipment and maintenance. This charge is the same regardless of how much energy is used during the billing period.

Tariff Surcharge: New York State and many local municipalities impose

taxes on National Grid's revenue. These operating costs are recovered through a tariff surcharge applied to all rates and charges and may vary among taxing municipalities within the National Grid system area.

Sales Tax: In some areas National Grid is required to collect state and local sales taxes. Some school districts also impose taxes.

Merchant Function Charge: A charge for the Company's cost to procure gas or electricity supply. The Company will not bill you this charge if you choose an alternate supplier.

Billing Credits

Paperless Billing Credit: A credit provided to Customers who elect to receive their bills electronically through the Company's Online Bill-Pay Program.

Outage Credit: A credit issued by the company in the event of a prolonged electric service outage.

Energy Measurement Terms

kWh: The unit of electricity usage measured by your meter. One kilowatt-hour (kWh) is 1000 watts-hours, and will light a 100-watt bulb for 10 hours. The number of kWhs is used to determine the electricity charges on your bill.

Meter Multiplier: Due to their design, some meters record a fraction of the total usage. The multiplier is used to convert the recorded meter reading on these types of meters to total actual consumption.

CCF: The unit of gas volume (100 cubic feet) as measured by your meter.

Therm: A unit of heat content equal to 100,000 British Thermal Units (BTU). A BTU represents the amount of heat required to raise the temperature of one pound of water by one degree Fahrenheit. The number of CCFs is multiplied by a conversion factor to determine the therms used. The number of therms is used to determine the gas charges on your bill.

Electric Service

Delivery: National Grid's delivery charge for bringing electricity from your supplier to your premise, regardless of supplier. Included, when applicable, are the following surcharges: Earnings Adjustment Mechanism, Dynamic Load Management, Non-Wires Alternative, Clean Energy Standard Delivery, Value of Delivery Energy Resources and Reliability Services Surcharge.

Transmission Revenue Adjustment: Reconciles wholesale transmission service revenue to the forecasted transmission service revenue embedded in electric delivery rates. Transmission service revenues above those forecasted are credited to customers. Forecast revenues above actual revenues are collected from customers.

Legacy Transition Charge (LTC): All delivery service customers are billed the cost or benefit of electricity supply contracts the Company entered prior to June 1, 2001. Residential customers also receive the benefit of low cost hydropower and a discount payment from the New York Power Authority

Electricity Supply: The market price of electricity supply used during the billing period. If you choose an alternate supplier, the price will be what you agree upon with that supplier.

Customer Benefit Contribution (CBC): monthly \$/kW DC installed-capacity charge assessed to customers that install eligible generation assets after January 1, 2022 intended to collect certain public benefit program costs from these customers.

SBC: These charges reflect costs associated with mandated public policy programs, such as Clean Energy Fund.

Revenue Decoupling Mechanism ("RDM"): Reconciles actual billed delivery service revenues to annual target revenues. Delivery service revenues above target are refunded to customers. Target revenues above actual delivery service revenues are collected from customers.

Electricity Supply Reconciliation Mechanism

(ESRM): Reconciles National Grid's electricity supply service revenues to the cost of Company purchased electricity, including Clean Energy Standard costs. Costs above revenues are recovered from customers. Revenues above costs are credited to customers.

Gas Service

National Grid Gas Delivery Service Charge:

A charge for transporting gas across its distribution system to your premise, regardless of supplier.

Adjustment for changes from normal weather:

A mechanism that adjusts customers' gas bills due to variations from normal weather during the heating months, October through May.

Gas Supply: A charge to reflect the Company's actual cost to purchase gas from suppliers and transporting the gas to the Company's distribution system. If you choose an alternate supplier, the price will be what you agree upon with that supplier.

Delivery Service Adjustment: A collection of surcharges and credits consisting of Net Revenue Sharing Adjustment, Research & Development Surcharge, Revenue Decoupling Mechanism, Gas Safety & Reliability Surcharge, Earnings Adjustment Mechanism, Net Utility Plant & Depreciation Expense Reconciliation, Incremental Energy Efficiency Surcharge, Non-Pipe Alternatives Cost Recovery, Late Payment Charge & Other Waived Fees and Arrears Management Program.

Estimating Your Usage

When we are unable to obtain a reading, we estimate your usage based on your past usage, taking current weather conditions into account. Because our meters keep a continuous record of usage, any difference between estimated and actual usage is reconciled with the next meter reading. To avoid estimated readings, you can take your own reading on or just before the scheduled date shown on your bill and call it in at 1-888-932-0301.

Payment Programs

National Grid has a number of payment programs and billing services to meet the varied needs of our customers.

- **Budget Plan:** Helps customers avoid high seasonal payments by spreading the cost for utility service over the entire year.
- **Bill Extender:** Gives eligible customers extra time to pay their monthly National Grid bill.
- **Deferred Payment Agreement:** Designed for customers who have fallen behind on their payments and cannot pay their bill in full.

• **Hospitalized Customer Assistance Plan:** Allows customers temporarily disabled due to hospitalization to extend payment of their National Grid bill 30 days from the day it is due.

For more information, visit us at:

www.nationalgrid.com or call 1-800-642-4272

Customers with problems paying their National Grid bill should call 1-800-443-1837.



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
Customer A 1234 MAIN ST MINNEAPOLIS, MN 55555-5555	51-5555555-5	06/11/2014
	STATEMENT NUMBER	STATEMENT DATE
	444444444	05/27/2014
		CREDIT AMOUNT
		-\$588.47 CR

DAILY AVERAGES	Last Year	This Year
Temperature	33° F	36° F
Electricity kWh	0.0	78.7
Electricity Cost	\$0.60	\$0.29

SUMMARY OF CURRENT CHARGES (detailed charges begin on page 2)

Electricity Service	03/12/14 - 04/12/14	2440 kWh	\$192.85
Other Recurring Charges			-\$183.80 CR
Current Charges			\$9.05

ACCOUNT BALANCE

Previous Balance	As of 03/12	\$879.22
Payment Received	Check 04/28	-\$597.52 CR
	Check 03/31	-\$879.22 CR
Balance Forward		-\$597.52 CR
Current Charges		\$9.05
Amount Due		-\$588.47 CR

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
 Email us at: Customerservice@xcelenergy.com
 Please Call: 1-800-481-4700
 Hearing Impaired: 1-800-895-4949
 Fax: 1-800-311-0050
 Or write us at: XCEL ENERGY
 PO BOX 8
 EAU CLAIRE WI 54702-0008

INFORMATION ABOUT YOUR BILL

Thank you for your payment.

RETURN BOTTOM PORTION WITH YOUR PAYMENT. • PLEASE DO NOT USE STAPLES, TAPE OR PAPER CLIPS



ACCOUNT NUMBER	DUE DATE	CREDIT AMOUNT	AMOUNT ENCLOSED
51-5555555-5	06/11/2014	-\$588.47 CR	Credit Do Not Pay

No payment is due this month.

JUNE						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

----- manifest line -----



Customer A
 1234 MAIN ST
 MINNEAPOLIS, MN 55555-5555



XCEL ENERGY
 P.O. BOX 9477
 MPLS MN 55484-9477



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
Customer A 1234 MAIN ST MINNEAPOLIS, MN 55555-5555	51-5555555-5	06/11/2014
	STATEMENT NUMBER	STATEMENT DATE
	444444444	05/27/2014
		CREDIT AMOUNT
		-\$588.47 CR

SERVICE ADDRESS: TANKS
1234 MAIN ST MINNEAPOLIS MN 55555-5555

NEXT READ DATE: 05/13/14

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 333333333
INVOICE NUMBER: 454545454

METER READING INFORMATION				
METER 1111111 - Multiplier x 40			Read Dates: 03/12/14 - 04/12/14 (31 Days)	
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	15600 Actual	15539 Actual	61	2440 kWh
On Pk Energy	669 Actual	667 Actual	2	80 kWh
Off Pk Energy	14931 Actual	14872 Actual	59	2360 kWh

ELECTRICITY CHARGES

RATE: Limited Off-Pk Srvc

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$13.60
Off-Peak Energy Chg	2360 kWh	\$0.023700	\$55.93
On-Peak Energy Chg	80 kWh	\$0.260000	\$20.80
Fuel Cost Charge	2440 kWh	\$0.033918	\$82.76
Resource Adjustment			\$10.79
Interim Rate Adj			\$5.97
Subtotal			\$189.85
City Fees			\$3.00
Total			\$192.85

OTHER RECURRING CHARGES DETAILS

DESCRIPTION	CHARGE
Solar*Rewards Community Solar	
Production Credit	
Solar Production Period	February 2014
SRC700040 Production Credit	1559.9 kWh x -0.117830
	- \$183.80 CR
Total	- \$183.80 CR



Make Safety Your Summer Business

Energy lines are located throughout all communities so remind employees to work safely near all electric and natural gas lines.

Always call 8-1-1 before digging and then wait several business days for all utilities to locate lines. If you must dig near locate marks, only do so with hand tools and always with extreme care.

Look up and around for all electrical lines before starting work and keep yourself and all tools at least 10 feet away.





MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
Customer A 1234 MAIN ST MINNEAPOLIS, MN 55555-5555	51-5555555-5		06/11/2014
	STATEMENT NUMBER	STATEMENT DATE	CREDIT AMOUNT
	444444444	05/27/2014	-\$588.47 CR

INFORMATION ABOUT YOUR BILL

For an average non-demand customer, 72% of your bill refers to power plant costs, 11% to high voltage line costs, and 17% to the cost of local wires connected to your business. For an average demand-billed customer, 82% of your total bill refers to power plant costs, 10% to high voltage lines, and 8% to the cost of local wires connected to your business.

FOR VALIDATION ONLY



POP QUIZ

What are the combined annual energy costs for U.S. commercial buildings and industrial facilities?

- A. \$202.3 billion
- B. \$178.7 billion
- C. \$202.3 million
- D. \$178.7 million

Source: energystar.gov/buildings/about-us/facts-and-stats



Answer: A

IMPORTANT PHONE NUMBERS

Electric Emergencies:	1-800-895-1999	24 hours, 7 days a week
Natural Gas Emergencies:	1-800-895-2999	24 hours, 7 days a week
Residential Customer Service:*	1-800-895-4999	24 hours, 7 days a week
Business Solutions Center:*	1-800-481-4700	8am – 5pm, Mon – Fri
TTD/TTY	1-800-895-4949	24 hours, 7 days a week
Call Before You Dig	811	8am – 5pm, Mon – Fri

*Register any inquiry or complaint at the above.

IMPORTANT ADDRESSES

General Inquiries*

Xcel Energy
PO Box 8
Eau Claire, WI 54702-0008
xcelenergy.com

Payments

Xcel Energy
PO Box 9477
Minneapolis, MN 55484-9477
Please include stub for faster processing.

GENERAL INFORMATION

City Fees

A fee some cities impose that Xcel Energy collects from customers and pays directly to the city.

Electronic Check Conversion

When you pay your bill by check, in most cases Xcel Energy will use your check information to make a one-time electronic debit from your checking account on the day we receive your check. There are no fees for this electronic conversion. In all other cases we will process your check.

Environmental Information

Fuels used to generate electricity have different costs, reliability and air emissions. For more information, contact Xcel Energy at 1-800-895-4999 or online at www.xcelenergy.com. You can also contact the Minnesota Department of Commerce at www.commerce.state.mn.us or the Minnesota Pollution Control Agency at www.pca.state.mn.us/programs/electricity.html.

Estimated Bills

Xcel Energy attempts to read meters each month. If no reading is taken, Xcel Energy estimates your month's bill based on your past use.

Governing Regulatory Agency

The Minnesota Public Utilities Commission regulates this utility and is available for mediation. MPUC: 121 7th Place E., Suite 350, St. Paul, MN 55101-2147 – www.puc.state.mn.us.

Late Payment Charge

Xcel Energy will assess a late payment charge on unpaid amounts two working days after the due date. The late payment charge is 1.5% monthly, or \$1, whichever is greater. No late payment charge will be assessed if the unpaid amount is less than \$10.

Payment Responsibility

If the name on the front of your bill is not that of a person or business who has payment responsibility, call Xcel Energy at 1-800-895-4999.

Further information is available to customers upon request.

ABOUT YOUR ELECTRIC RATES

Affordability Charge

A surcharge to recover the costs of offering bill payment assistance and discount programs for low-income customers.

Basic Service Charge

Fixed monthly charge for certain fixed costs (metering, billing, maintenance, etc.)

Conservation Improvement Programs

Minnesota law requires Xcel Energy to invest in programs that help customers save energy.

Demand Charge

Charge to commercial and industrial customers for the fixed costs of the electric capacity required to meet the peak electric loads on Xcel Energy's system. The charge, which is adjusted seasonally, applies to the highest 15 minute kW demand during the billing period.

Energy Charge

Charge per kWh of electricity usage to recover the variable costs of producing energy.

Environmental Improvement Rider

Minnesota law allows Xcel Energy to recover the costs of significant environmental improvements at three of Xcel Energy's fossil fuel power plants.

Fuel Clause Adjustment

Charge per kWh to recover the costs of fuel needed to run Xcel Energy's generating plants, as well as the cost of purchasing energy from other suppliers.

kWh

One kilowatt-hour (kWh) is a unit of electrical usage. One kWh equals 1,000 watts of electricity used for one hour. This is enough electricity to light a 100-watt light bulb for 10 hours.

Mercury Cost Recovery

Minnesota law allows Xcel Energy to recover costs related to reducing Mercury emissions at two of Xcel Energy's fossil fuel power plants.

Renewable Development Fund

Minnesota law requires Xcel Energy to allocate money to support development of renewable energy projects and research and development of renewable energy technologies.

Renewable Energy Standard

Minnesota law allows Xcel Energy to recover the costs of new renewable generation.

Resource Adjustment

This includes costs related to: Conservation Improvement Programs, Mercury Cost Recovery, Renewable Development Fund, Renewable Energy Standard, State Energy Policy, Transmission Cost Recovery

State Energy Policy

Minnesota law allows Xcel Energy to recover costs related to various energy policies approved by the Legislature.

Transmission Cost Recovery

Minnesota law allows Xcel Energy to recover costs associated with new investments in the electric transmission system necessary to deliver electric energy to customers.

Windsor[®]

Windsor[®] is an optional program where you choose how much wind energy you would like to support. You can choose a fixed number of Windsor[®] blocks (100 kWh each) or choose a 100% Windsor[®] option.

ABOUT YOUR NATURAL GAS RATES

Basic Service Charge

Monthly charge for certain fixed costs (metering, billing, maintenance, etc.)

Charge per therm

Charge to recover the cost of natural gas purchases from wholesale suppliers and delivered to Xcel Energy's distribution system via pipeline. This charge is adjusted each month.

Conservation Improvement Programs

Minnesota law requires Xcel Energy to invest in programs that help customers save energy.

Distribution Charge

Charge per therm that covers only the delivery costs of natural gas to a home or business through our distribution system. It does not include the charges for the natural gas itself.

Gas Affordability Program

A surcharge to recover the costs of offering a low-income customer co-pay program designed to reduce natural gas service disconnections. Billed to all non-interruptible customers.

Heat Content Adjustment

Corrects for variances in the heating capability of natural gas, and the adjustment varies monthly. The higher the heat content, the lower the volume of natural gas needed to provide the same heating.

Pressure Correction Adjustment

Adjusts for variances in the amount of natural gas measured by different types of meters due to pressure differences in the natural gas delivered to a service.

Resource Adjustment

This includes costs related to Conservation Improvement Programs and State Energy Policy Rider.

State Energy Policy

Minnesota law allows Xcel Energy to recover costs related to various energy policies approved by the Legislature.

Therm

A therm is a unit of heating value equal to 100,000 British Thermal Units (BTUs). Since natural gas meters measure the volume of natural gas consumed in cubic feet, the Heat Content Adjustment is used to determine how much heat, in therms, is contained in the volume consumed.

PAYMENT OPTIONS

Standard Payment Options: (No fees apply)

- **My Account/eBill™** – View/pay your bill, view energy usage and access account information.
- **Auto Pay** – Automatically pay your bill directly from your bank account.
- **Online View and Pay** – View and pay your bills online.
- **Pay By Phone** – Make your payment by phone from your checking or savings account by calling 1-800-895-4999.
- **Pay By Mail** – Return the enclosed envelope and attached bill stub with your payment. Apply proper postage.

Other Payment Options (Third-Party Fees will apply. Xcel Energy does not collect nor benefit from these fees.)

- **Credit/Debit Card Payment** – Use your credit or debit card either online or by calling 1-888-747-1523.
- **Pay Stations** – Pay your bill in-person at a location near you.

Learn more at xcelenergy.com/MyAccount

ATTACHMENT C: Sample Contracts

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

This Community Solar Subscription Agreement (the "Agreement") effective as of the date signed by Seller (the "Effective Date"), is entered into by and between

you,

the

"Subscriber", and [Project Company, LLC] ("Nautilus" "Seller" or "we" of "us") (each a "Party" and collectively the "Parties"), pursuant to which Subscriber will subscribe for Community Solar Credits (defined below) produced by a solar photovoltaic system participating in the Net Energy Billing program (the "System"). See <https://www.maine.gov/mpuc/electricity/renewables/net/index.shtml>.

1. Community Solar Credits. This Agreement is between "you" the "Subscriber," and Seller, for your subscription to a percentage of the energy generated by the System (the "Subscription"), which will generate monetary bill credits that reduce your utility bill ("Community Solar Credits" or "Credits"). For Credits received on your utility bill with respect to each of your metered accounts listed in **Exhibit 1**, you will pay Seller 85% of the monetary value of such Credits, and you will retain 15% of the monetary value of the Credits.

2. Subscription Term; Cancellation or Transfer. The Subscription Term will commence as of the Effective Date and continue for an initial term of twenty (20) years from the date on which Credits first accumulate on your utility bill (the "Initial Term"). During the Initial Term, you may terminate this Agreement with no fee by providing three hundred and sixty-five (365) days (12 months) advance written notice. Following the Initial Term, this Agreement will automatically renew for ten (10) consecutive one (1) year terms (each a "Renewal Term"). Prior to the commencement of any such Renewal Term, you may terminate this Agreement with no fee by providing ninety (90) days advance written notice. If Subscriber terminates early, there is no monetary penalty or cancellation fee, but Subscriber shall not enter into any agreement to receive Community Solar Credits from any third-party for a period of three hundred and sixty-five (365) days (1 year) after such early termination.

Following the applicable early termination notice period or at expiration of the Agreement, we will promptly direct the utility to cease allocating Credits to you from the System. In our experience, it could take the utility up to 90 days to process the cancellation. You may also transfer this Agreement to another utility account provided that we determine that such account is eligible to receive Credits from the System, and the owner of such account accepts the terms of this Agreement. Until we notify you in writing that your cancellation or transfer has

been processed by the utility, you are required to continue paying for the Credits that you receive for up to 90 days, in accordance with the terms of this Agreement.

3. Subscription Size; Reallocation; Termination by Seller. Your initial Subscription size will be calculated by us to generate Credits with respect to each applicable metered account listed in **Exhibit 1** no greater than your estimated annual electricity cost for such metered account. We may adjust your Subscription size for each metered account at any time without notice, subject to the limitations described above with respect to your estimated annual electricity cost. We may reallocate your Subscription for any metered account to an alternative solar photovoltaic system participating in the Net Energy Billing program at any time, by providing notice to you, in which case Seller may assign this Agreement pursuant to Section 8 below and such alternative system will become the "System" under the terms of this Agreement. We may terminate your Subscription for any metered account at any time by providing notice to you.

4. Billing Service Provider. The initial Billing Service Provider for this Agreement is Nautilus, whose terms of service are available at <https://nautilussolar.com/community-solar/>. Seller may change the Billing Service Provider at any time by notifying you in writing. On a monthly basis during the Term, we will invoice you for Credits, in an amount equal to 85% of the monetary value of the Credits received on your utility bill according to data retrieved from your utility bill statement or supplemental reports received from the utility. Seller is entitled to process and collect on invoices per the Billing Service Provider's terms of service, available at <https://nautilussolar.com/community-solar/>. In the event of a billing error by the utility, if as a result of such error the amount of Credits you receive increases for a billing period, including for a prior billing period in the form of a reissued utility bill or otherwise, we will notify you of such increase in the next invoice and you must pay the applicable Subscription Payment.

Subscriber authorizes the Billing Service Provider to obtain and review the following information from the utility, and to share such data with Seller: energy consumption data, energy billing data, utility account information. This information will not be disclosed by Seller to third parties except as needed to provide the Subscription, including in connection with the acquisition or financing of the System, or as required by law. This authorization will be effective from the

Effective Date until the expiration or termination of the Agreement.

5. Customer Support Provider. The initial Customer Support Provider for this Agreement is Nautilus, whose contact information is:

Nautilus Community
Solar 396 Springfield
Avenue
Summit NJ 07901
info@nautilussolar.com
1-866-969-4129

Seller may change the Customer Support Provider at any time by notifying you in writing. Subscriber should contact the Customer Support Provider in the event of any questions or concerns.

6. Default. You will be in default under this Agreement if you fail to make any payment when it is due and such failure continues for a period of ten (10) days. If this Agreement is in default, Seller may terminate this Agreement. Upon any such termination, you will be responsible for paying any outstanding balance for Credits previously received or received for up to one hundred and eight-two (182) days (6 months) *after* termination but will not be liable to us for any other amounts.

7. Solar Incentives; Environmental Attributes. You acknowledge that you have no right to, and you disclaim any right to, Solar Incentives or Environmental Attributes related to the System or the solar energy generated by your Subscription. "Solar Incentives" means any accelerated depreciation, installation, or production-based incentives, investment tax credits and subsidies, and all other solar or renewable energy subsidies and incentives. "Environmental Attributes" means, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, or tradable renewable credits.

8. Assignment. Seller may assign, or transfer any of its rights and obligations under this Agreement, in whole or in part, to any third party without the consent of Subscriber. For the avoidance of any doubt, Subscriber acknowledges that Seller will assign the right to receive credits from a System, and the payment obligation for those credits, to a specific System in the future at Seller's sole discretion. Subscriber is prohibited from assigning this Agreement without Seller's written consent.

9. Limitation of Liability. In no event shall Seller be liable to Subscriber, including for claims based on negligence of a Party, for damages under this Agreement

that exceed an amount equal to three (3) months of the average invoice to Subscriber under this Agreement.

In no event shall Subscriber be liable to Seller, including for claims based on negligence of a Party, for damages under this Agreement that exceed an amount equal to six (6) months of the average invoice to Subscriber under this Agreement.

10. Governing Law. The laws of Maine shall govern this Agreement without giving effect to conflict of laws principles, provided that the Arbitration Provision shall be governed by federal law. Any disputes shall be subject to the limitation of liability described in Section 9.

11. Arbitration Provision.

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. FOR AVOIDANCE OF DOUBT, BECAUSE THE PARTIES AGREE TO ARBITRATE ALL DISPUTES ARISING FROM OR RELATING TO THIS AGREEMENT, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE JAMS' STREAMLINED RULES.

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (a "Dispute"), shall be resolved by arbitration in the JAMS or other accredited arbitration office located closest in mileage to your permanent place of residence before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the award by the arbitrator may be entered in any court having jurisdiction. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

(i) We agree that any Dispute between us shall be resolved exclusively by arbitration as set forth in this Section 11 ("Arbitration Provision"). Either Party may initiate the arbitration process by filing the necessary forms with JAMS (see www.jamsadr.com for more details).

(ii) The arbitration will be administered by JAMS by a single neutral arbitrator agreed on by the Parties within thirty (30) days of the commencement of the arbitration. If the Parties are unable or fail to agree upon the arbitrator within such time, the arbitrator shall be appointed by JAMS in accordance with its rules.

(iii) In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

If the arbitrator(s) determine a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing Party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration.

(iv) **CLASS ACTION AND CLASS ARBITRATION WAIVER.** ONLY DISPUTES INVOLVING YOU AND SELLER OR THE BILLING OR CUSTOMER SERVICE PROVIDER FOR THIS AGREEMENT MAY BE ADDRESSED IN THE ARBITRATION. DISPUTES MUST BE BROUGHT IN THE NAME OF AN INDIVIDUAL PERSON OR ENTITY AND MUST PROCEED ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS. THE ARBITRATOR WILL NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. IF EITHER PARTY ARBITRATES A DISPUTE, NEITHER PARTY, NOR ANY OTHER PERSON, MAY PURSUE THE DISPUTE IN ARBITRATION AS A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION, NOR MAY ANY SUCH DISPUTE BE PURSUED ON YOUR OR OUR BEHALF IN ANY LITIGATION IN ANY COURT. CLAIMS REGARDING ANY DISPUTE AND REMEDIES SOUGHT AS PART OF A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION ARE SUBJECT TO ARBITRATION ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS ONLY, AND THE ARBITRATOR MAY AWARD RELIEF ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS.

(v) The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. The arbitrator, however, is not authorized to change or alter the terms of

this Agreement or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any Dispute shall apply to any arbitration between the Parties. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

(vi) **Governing Law.** This Arbitration Provision is governed by the Federal Arbitration Act ("FAA"). The arbitrator must apply substantive law consistent with the FAA.

(vii) **YOUR RIGHT TO OPT OUT.** You may choose to opt out of this Arbitration Provision but only by following the process set forth herein. If you do not wish to be subject to this Arbitration Provision, then you must send us a written opt-out notice so that we receive it within forty-five (45) days of the date of this Agreement at the notice address described in Section 12. Your notice must be sent to us by certified mail, return receipt requested. Upon receipt of an opt-out notice, we will credit you for the standard cost of a certified letter. Your opt-out notice must include your name, address, the date of this Agreement, a statement that you wish to opt out of the Arbitration Provision and must not be sent with any other correspondence. Your decision to opt out of this Arbitration Provision will not affect your other rights or responsibilities under this Agreement and applies only to this Arbitration Provision.

BECAUSE THE PARTIES HERETO HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT THE PARTIES HERETO WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

Notwithstanding any provision to the contrary in this Agreement, in lieu of arbitration, you have the right to file a complaint or dispute with the Maine Public Utilities Commission (the "Commission") Consumer Assistance and Safety Division, after engaging in a good faith effort to resolve the complaint or dispute with the Seller. If you

wish to contact the Commission, you may do so at the following phone number: 800-452-4699. Or you may visit the Commission website at www.maine.gov/mpuc for more information on how to file a complaint.

Further, if Subscriber, in good faith, wishes to file any other complaint or dispute with Seller, Subscriber may do so via written notice or electronic mail as soon as possible, at the contact information provided in Section 12, below.

If any term of this Arbitration Provision, other than the Class Action and Class Arbitration Waiver, is deemed or found to be invalid, void or unenforceable for any reason, that term shall be deemed severable and shall not affect the validity or enforceability of any remaining term. The Class Action and Class Arbitration Waiver is non-severable and if it is deemed or found to be invalid, void or unenforceable for any reason, this entire Arbitration Provision shall be null and void.

12. Notices. All notices under this Agreement shall be in writing and shall be also sent by electronic mail. Notices to Subscriber which Seller wishes to provide directly to Subscriber shall be sent to the email address specified beneath Subscriber's signature. Notices to Seller shall be sent to the email address set forth below or such other address as Seller may subsequently specify in writing.

Nautilus Community
Solar 396 Springfield
Avenue
Summit NJ 07901
info@nautilussolar.com
1-866-969-4129

13. Publicity. The Parties agree to make commercially reasonable efforts to jointly develop a publicity campaign to announce this Agreement.

14. Entire Agreement; Further Assurances. This Agreement contains the entire agreement between the Parties regarding the Subscription for Community Solar Credits. There are no other agreements regarding this Agreement, either written or oral. Any change to this Agreement must be in writing and signed by both Parties. Except as otherwise provided herein, if any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

Subscriber agrees that it shall cooperate and work with Seller in connection with any financing, sale or other similar transaction undertaken by Seller or its affiliates relating to the System including, but not limited to, executing and delivering to Seller (or its affiliates) any and all estoppels, consents to assignment, documents, certificates, information and other materials that may be reasonably requested by Seller.

[Signature page follows]

Electronic Signatures.

BY AFFIXING YOUR ELECTRONIC SIGNATURE BELOW, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND ALL EXHIBITS IN THEIR ENTIRETY, AND (B) AGREE TO ALL TERM AND CONDITIONS OF THIS AGREEMENT AND ALL EXHIBITS.

Initial: _____ By signing below, I agree to the General Terms of Service and the Privacy Policy available at <https://nautilussolar.com>.

SUBSCRIBER

Signed: _____

Name: _____

Title: _____

Date: _____

Email: _____

Phone: 207-363-8444

Utility service address: Each service address listed in Exhibit 1

Utility account number: Each account number listed in Exhibit 1

NAUTILUS SOLAR ENERGY LLC

Signed: _____

Name: _____

Title: _____

Date: _____

Exhibit 1

List of utility accounts to be included as Subscribers pursuant to this Agreement.

[illegible]

PLAIN LANGUAGE SUMMARY

By subscribing to a shared financial interest renewable energy project you will receive credits for solar electricity production that reduce your utility bill. You will pay us for these credits, at a discounted rate. For each dollar of credit that you receive, you will pay us 85% of the value of that credit, and you will get 15% savings. There is no installation required at your home. You may cancel this agreement with no fee or penalty for any reason, however, it may take up to 90 days for your cancellation to take effect and you agree to continue paying for any credits you receive for up to 90 days after your request to cancel. Participation in the Net Energy Billing program or Distributed Generation Procurement programs also is summarized and set forth in the annexed Customer Disclosure Form which was provided to you and provides project information, contract terms and general risks and rewards of the arrangement being offered. This Customer Disclosure Form is incorporated by reference into this Agreement.

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

This Community Solar Subscription Agreement (the "Agreement") is entered into as of the date signed by Seller (the "Effective Date"), by and between you, the "Subscriber" named in the Contract Acceptance, and the owner of a solar photovoltaic system participating in either the Net Energy Billing program or Distributed Generation Procurement program ("Seller" or "we" or "us") (each a "Party" and collectively the "Parties"), pursuant to which Subscriber will subscribe for Community Solar Credits (defined below) produced by such solar photovoltaic system (the "System"). Refer to Exhibit A for your potential Sellers under this agreement; you will be provided notice of your specific Seller prior to the counter-execution of this Agreement by such Seller.

1. Community Solar Credits. This Agreement is between "you" or the "Subscriber," and Seller, for your subscription to a percentage of the energy generated by the System (the "Subscription"), which will generate kWh or monetary bill credits that reduce your utility bill ("Community Solar Credits" or "Credits"). For Credits received on your utility bill, you will pay Seller 85% of the monetary value of such Credits, and your savings will equal 15% of the monetary value of the Credits.

2. Subscription Term; Allocation Date; Cancellation or Transfer. The Subscription Term (the "Term") will commence as of the Effective Date and continue for up to twenty (20) years. You may cancel this Agreement for any reason with no fee or penalty by notifying Seller. Following your notice to cancel, we will promptly direct the utility to cease allocating Credits to you from the System. In our experience, it could take the utility up to 90 days to process the cancellation. You may also transfer this Agreement to another utility account in the same service territory in which you reside provided that we determine that such account is eligible to receive

Credits from the System, and the owner of such account accepts the terms of this Agreement. Until we notify you in writing that your cancellation or transfer has been processed by the utility, you are required to continue paying for the Credits that you receive for up to 90 days, in accordance with the terms of this Agreement.

3. New Residence. If you move to a new residence you are obligated to provide us written notice of your new residence address at least (30) days prior to your move. We reserve the right to require that you provide additional evidence documenting your move. If you move to a new residence but continue to be a customer of the same electric utility, this Agreement will continue but you are obligated to provide us written notice of your new residence address and new retail electric service account information. If your electric utility account has changed, we will coordinate with the electric utility to have Bill Credits redirected to your new account. If your electric utility provider has changed, you will no longer be eligible for Bill Credits and this Agreement will terminate. You will be responsible for all payments due under this Agreement regardless of when any such changes take effect.

4. Subscription Size; Reallocation; Termination by Seller. Your initial Subscription size will be calculated by us to generate Credits no greater than your estimated annual electricity usage in the case of kWh credits or no greater than your estimated annual electricity cost in the case of monetary credits. We may adjust your Subscription size at any time without notice, subject to the limitations described above with respect to your estimated annual electricity usage or cost as applicable. We may reallocate your Subscription to a different solar photovoltaic system participating in the Net Energy Billing program or Distributed Generation Procurement program at any time, by providing notice to you, in which case such

system will become the "System" under the terms of this Agreement. We may terminate your Subscription at any time by providing notice to you.

5. Billing Service Provider. The initial Billing Service Provider for this Agreement is Nautilus Solar Energy, LLC. Seller may change the Billing Service Provider at any time by notifying you in writing. On a monthly basis during the Term, we will invoice you for Credits you receive, in an amount equal to 85% of the value of the Credits received on your utility bill. Seller is entitled to process and collect on invoices per the Billing Service Provider's terms of service.

6. Customer Support Provider. The initial Customer Support Provider for this Agreement is Nautilus Solar Energy, LLC, whose contact information is:

Email: Rajiv@nautilusolar.com
phone: 818-480-8327

Seller may change the Customer Support Provider at any time by notifying you in writing. Subscriber should contact the Customer Support Provider in the event of any questions or concerns.

7. Event of Default. You will be in default under this Agreement if you fail to make any payment when it is due and such failure continues for a period of ten (10) days. If this Agreement is in default, Seller, at its sole discretion may terminate this Agreement by providing written notice to you. Upon any such termination, you will be responsible for paying any outstanding balance for Credits previously received or received for up to 90 days after termination, but will not be liable to us for any other amounts.

8. Solar Incentives; Environmental Attributes. You acknowledge that you have no right to, and you disclaim any right to, Solar Incentives or Environmental Attributes related to the System or the solar energy generated by your Subscription. "Solar Incentives" means any accelerated depreciation, installation, or production-based incentives, investment tax credits and subsidies, and all other solar or renewable energy subsidies and incentives. "Environmental Attributes" means, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, or tradable renewable credits.

9. Assignment. Seller may assign, or transfer its rights and obligations under this Agreement to any third party.

10. Force Majeure. Seller shall not be in breach of this Agreement because of any failure or delay in complying with our obligations under this Agreement (except payment obligations) to the extent such failure or delay is due to one or more events of Force Majeure or their effects, and the periods allowed for the performance by us of such obligations shall be extended for so long as such events or effects continue. For purposes of this Agreement, the term "Force Majeure" shall mean acts of God or the public enemy; war; hostilities; riots; terrorism; abnormally adverse weather conditions not reasonably anticipatable by the Parties; fires; floods; explosion; volcanic activity; accidents; vandalism; regional strikes or other significant regional labor disputes; any action or inaction on behalf of Central Maine Power Company outside its required duties as part of the Net Energy Billing or Distributed Generation Procurement program; or any other causes, whether or not of the same class or kind as those specifically named above, which are not within our reasonable control and which, by the exercise of reasonable diligence, we are unable to prevent. We shall have the option of terminating this Agreement if a Force Majeure event continues for thirty (30) days or more. If we terminate this Agreement due to continuing Force Majeure event, you shall be responsible for making any and all payments and any other applicable payments up to the start of such Force Majeure event.

11. Limitation of Liability. In no event shall either Party be liable to the other for damages under this Agreement that exceed an amount equal to three months of the average invoice to Subscriber under this Agreement.

12. Governing Law & Dispute Resolution. The laws of Maine shall govern this Agreement without giving effect to conflict of laws principles.

Arbitration. PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

In lieu of arbitration, you have the right to file a complaint or dispute with the Maine Public Utilities Commission.

(i) We agree that any dispute, claim or disagreement between us (a "Dispute") shall be resolved exclusively by arbitration.

(ii) The arbitration, including the selecting of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator agreed on by the parties within 30 days of the commencement of the arbitration. The arbitration will be governed by the Federal Arbitration Act (Title 9 of the U.S. Code). Either party may initiate the arbitration process by filing the necessary forms with JAMS (see www.jamsadr.com for more details). The arbitration shall be held in the location that is most convenient to your home (the closest JAMS office or other accredited arbitration organization).

(iii) If you initiate the arbitration, you will be required to pay the first \$125 of any filing fee. We will pay any filing fees in excess of \$125 and we will each pay half of all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. Regardless of which Party initiates the arbitration, each Party will bear all of its own attorney's fees and costs except that you are entitled to recover your share of the arbitration fees and costs as well as your reasonable attorney's fees and costs if you prevail in the arbitration and the award you receive from the arbitrator is higher than Provider's or Provider's service provider's last written settlement offer (excluding attorney's fees and costs).

(iv) ONLY DISPUTES INVOLVING YOU AND PROVIDER OR PROVIDER'S SERVICE PROVIDER MAY BE ADDRESSED IN THE ARBITRATION. DISPUTES MUST BE BROUGHT IN THE NAME OF AN INDIVIDUAL PERSON OR ENTITY AND MUST PROCEED ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS. THE ARBITRATOR WILL NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. IF EITHER OF US ARBITRATES A DISPUTE, NEITHER OF US, NOR ANY OTHER PERSON, MAY PURSUE THE DISPUTE IN ARBITRATION AS A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION, NOR MAY ANY SUCH DISPUTE BE PURSUED ON YOUR OR OUR BEHALF IN ANY LITIGATION IN ANY COURT. CLAIMS REGARDING ANY DISPUTE AND REMEDIES SOUGHT AS PART OF A CLASS ACTION, CLASS ARBITRATION, PRIVATE

ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION ARE SUBJECT TO ARBITRATION ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS, AND THE ARBITRATOR MAY AWARD RELIEF ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS.

(v) The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

(vi) OPT-OUT PROCESS. You may choose to opt out of this arbitration provision (the "Arbitration Provision") but only by following the process set forth herein. If you do not wish to be subject to this arbitration provision, then you must send us an opt-out notice so that we receive it within forty-five (45) days of the date of this Agreement at the notice address described in Section 11. Your notice must be sent to us by certified mail, return receipt requested. Upon receipt of an opt-out notice, we will credit you for the standard cost of a certified letter. Your opt-out notice must include your name, address, the date of this Agreement, a statement that you wish to opt out of the Arbitration Provision and must not be sent with any other correspondence. Your decision to opt out of this Arbitration Provision will not affect your other rights or responsibilities under this Agreement, and applies only to this Arbitration Provision.

BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE

EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

If Subscriber, in good faith, wishes to file any other complaint or dispute with Seller, Subscriber shall do so via written notice or electronic mail as soon as possible, at the contact information provided in Section 11, below.

13. Notices. All notices under this Agreement shall be in writing and shall be by electronic mail. Notices to Subscriber shall be sent to the email address specified in the Contract Acceptance. Notices to Seller shall be sent to the email address set forth below or such other address as Seller may subsequently specify in writing.

Nautilus Solar Energy
396 Springfield Avenue, 2nd Floor
Summit, NJ 07901
Email: Mike@nautilusolar.com
Phone:

with a copy to:

SELLER, whose contact information is provided in Exhibit A

14. Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the Subscription for Net Energy Billing Credits. There are no other agreements regarding this Agreement, either written or oral. Any change to this Agreement must be in writing and signed by both Parties. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

Acknowledged and agreed:

SUBSCRIBER

Signed: /s/ Subscriber as named in the Contract Acceptance

Date: as specified in the Contract Acceptance

SELLER

[_____]
Signed: [_____]
Date: [_____]

Exhibit A

Seller	Contact Information

[Add Logo]

Net Energy Billing Subscription Agreement

Version

Contract Acceptance

Signer

Contract ID

Email

Date

IP Address

User Agent



Subscriber Organization Name: Nautilus Owner 2020, LLC, Nautilus US Power Holdco, LLC

SO Number: 20A2325740004562, 21A2340820004650

Utility Service Territory: BGE, Delmarva, Pepco, Potomac Edison

Address: 396 Springfield Ave, Suite 2, Summit, NJ 07901

Phone: (908) 795-3040

Community Solar Contract Summary

Customer Name	<Auto-populate customer name, service address, email address, phone number>	Reference Page or Section
Utility Service Territory	<Auto-populate Utility Service Territory>	
Effective Date of Agreement	This Agreement is effective once signed by both parties	
Term	25 Years Contract renewed automatically for successive one-year increments Notice of termination should be provided at least thirty (30) days in advance.	Agreement Section 2, Exhibit B.4.
Estimated date CSEGS will begin producing credits	<Auto populate with estimated COD (Commercial Operation Date)> Dates are subject to change due to weather, construction, jurisdictional and utility delays.	
Subscription Type	Variable percentage of subscriber usage – up to 90% of historical annual baseline usage or from 90% to 100% of historical annual baseline usage	Agreement Section 3
Subscription Price	The Subscription Price is a % discount to the Electric Utility's rate for Bill Credits Low to Moderate Income (LMI) - 25% Non-LMI - 10%	
Annual or Monthly Fees	N/A	
Early Termination or Cancellation Fees and Terms	N/A	
Other Fees	Any payment not received within twenty (15) days of the due date will accrue interest annually at eight percent (8%) (or the maximum rate permitted under applicable law, if less). There is a 2.9% processing fee for credit card transactions.	Agreement Section 8
Other Important Terms	N/A	

Full Contract Terms: Review the full terms and conditions of the subscription contract. This summary does not include all relevant terms of the subscription contract.

Subscriber Initials: _____ Date _____

Agent Name: Nautilus Solar Energy, LLC



RESIDENTIAL SUBSCRIPTION AGREEMENT DELAWARE COMMUNITY ENERGY FACILITY PROGRAM

Thank you for supporting community solar energy in Delaware!

The attached Community Energy Facility Subscription Agreement provides you with a simple way to save money by supporting a local community solar energy project. There will be no change in the quality or reliability of your utility electricity service, and no installation is required at your property.¹

Summary of key details:

- You will receive Credits for solar electricity production that serve to reduce your electricity bill. You will pay Arcadia for these Credits at a discounted rate. For each dollar in Credits that you receive (or the equivalent if kWh credits are provided), you will pay Arcadia no more than 90% of the value of such Credits, and you will retain no less than 10% in savings. There are no fees or charges other than the discounted amount you will pay for Credits.
- There will be no change in the quality or reliability of your utility electricity service, no utility charges are included in this Agreement, and no installation is required at your property.
- You may cancel this Agreement without penalty at any time. You will continue to pay Arcadia, at the same discounted rate, for Credits you receive before the cancellation takes effect.
- Arcadia is not affiliated with, endorsed by, or otherwise acting on behalf of, any utility, any consumer group, or any governmental body.² Arcadia's community solar energy activities are not subject to the same regulation and oversight as a public utility.³

Once again, thanks for supporting your community's smart and sustainable environmental programs. We are thrilled to have you as a Community Energy Facility Subscriber and look forward to providing you with savings and an excellent renewable energy customer experience.

Sincerely,



Arcadia Customer Support

<https://support.arcadia.com/hc/en-us>

support@arcadia.com

866-526-0083

¹ By participating in this Program, you are supporting renewable energy development but are not purchasing renewable energy. The energy generated by the project does not go directly to your home, but instead is fed into the power grid.

² Arcadia promotes only those Community Energy Facility projects that have been preapproved and certified to operate by the Delaware Public Service Commission ("DPSC"). See <https://depdc.delaware.gov/>.

³ For more information visit the DPSC's Community Energy Facility Program webpage: <https://depdc.delaware.gov/community-energy-facilities/>.

COMMUNITY ENERGY FACILITY SUBSCRIPTION AGREEMENT

This Community Energy Facility Subscription Agreement (the “**Agreement**”) is entered into by and between the Subscriber first identified within the electronic signature certificate/record as having accepted the terms and conditions of this Agreement (the “**Subscriber**”), and the System project owner first identified below on the electronic signature page (the “**Owner**”), and is effective as of the latter date signed by both the Subscriber and the Owner (the “**Effective Date**”). The Subscriber and Owner may be referred to in this Agreement by name or as a “**Party**” or collectively as the “**Parties**” as the context provides and requires.

Pursuant to this Agreement the Subscriber shall receive Community Solar Credits correlating to a calculated percentage of the production of a remotely located solar photovoltaic system project (*i.e.*, a community solar farm) approved to participate in the State of Delaware Public Service Commission’s Community Energy Facility “Program” (the “**System**”). Refer to **Exhibit 1** for additional System specific information. For additional Community Energy Facility (“**CEF**”) Program information visit: <https://dep.sc.delaware.gov/community-energy-facilities/>.

1. **CEF Credits.** This Agreement is for a subscription to a calculated percentage (%) of the energy generated by the System (the “**Subscription**”), through which volumetric (per kWh) or monetary (dollar value) renewable energy bill credits will be produced and provided to Subscriber that can be used to reduce/offset Subscriber’s

electricity utility account bill (“**Community Solar Credits**” or “**Credits**”). The category of Credits provided and received via the Subscription (*i.e.*, kWh or monetary) may depend upon several factors including the utility involved, location, and/or classification of the Subscriber (*e.g.*, residential v. commercial). Credits can be applied against the total amount due on Subscriber’s metered electricity utility account bill (“electric bill”). Unused Credits expire after twelve (12) months.

- a. For the Credits received on Subscriber’s electric bill via the Subscription, Subscriber will pay Owner *no more than 90%* of the monetary value of such Credits (the “**Subscription Payment**”), and in return, Subscriber shall retain *no less than 10%* of the monetary value of such Credits (the “**Subscription Savings**”).
- b. The number of Credits Subscriber will receive will vary based on the amount of energy generated/produced by the System in any given month.
- c. Owner does not guarantee any minimum and/or maximum System production to Subscriber.
- d. Subscriber understands that Owner cannot guarantee whether the value of Credits provided by the utility will increase or decrease and, if it does, by how much.
- e. Whether the number/value of Credits increases or decreases, any such change will not affect the minimum percentage value of the Subscription Savings which is guaranteed (*i.e.*, 10%). However, the

percentage value of the Subscription Savings *may* increase (e.g., Subscriber pays Owner 85% of the monetary value of the Credits and Subscriber retains 15% of the monetary value of such Credits).

- f. The estimated monetary value of the Credits is calculated by reducing the published utility electricity default/retail supply rate, inclusive of supply and delivery charges, by the Subscription Payment.
- g. Owner makes no representations or warranties concerning the tax implications of any Credits provided to Subscriber.
- h. Subscriber will not receive any Credits until after the System begins generating power.
- i. Additional System and Subscription details are located within the Program Disclosure Form provided to Subscriber contemporaneously with this Agreement.
- j. Frequently asked Program questions: <https://www.delmarva.com/SmartEnergy/MyGreenPowerConnection/Pages/DE/CommunitySolarFaq.aspx>

- 2. **Term; Cancellation; Transfer.** The Subscription will commence as of the Effective Date and continue on a month-to-month basis until terminated by either Party (the “**Term**”). Subscriber may terminate this Agreement at any time with no fee/penalty by providing Owner with advance written notice of Subscriber’s termination. *See* Section 14 of this Agreement for Notice instructions. During the Term Owner may terminate this Agreement at any time by providing (30) days’ advance written notice to Subscriber. Any such advance written notice by Owner shall specify the date as of which Credits will no

longer be allocated to Subscriber and such date shall serve as the effective date of Owner’s termination of this Agreement.

- a. Subscriber may retain and transfer the Subscription to another metered electricity account with no fee (or at least a downsized version of the Subscription relative to the Subscriber’s new Subscription size) if the Subscriber changes address for utility service within the same utility service territory, provided Owner determines in its sole discretion that such address is eligible to receive Credits from the System.
- b. Following the receipt of a notice of early termination from Subscriber, Owner will promptly and appropriately direct the applicable utility to cease allocating Credits to Subscriber’s account(s) via the System. Utilities can take up to one hundred eighty (180) days to process such cancellation requests. Accordingly, until Owner notifies Subscriber in writing that a requested termination has been processed by the applicable utility, Subscriber is required to continue paying for the Credits that Subscriber receives for up to one hundred eighty (180) days from the date of Owner’s receipt of the corresponding written notice.

- 3. **Subscription Size; Reallocation.** Subscriber’s initial Subscription percentage size will be calculated by Owner to generate Credits with respect to Subscriber’s metered electric bill account(s).

- a. Subscriber shall not receive Credits for more than 110% of the Subscriber’s expected aggregate electrical consumption, calculated by averaging the two (2) previous 12-month periods of

- actual electrical usage at the time of Subscription with the CEF.
- b. For new construction, electrical consumption shall be estimated at 110% of the consumption of premises with similar size and characteristics.
 - c. Owner may adjust Subscriber's Subscription size for each metered account at any time without notice, subject to the limitations described herein with respect to Subscriber's estimated annual electricity cost.
 - d. Owner may reallocate Subscriber's Subscription for any metered account to an alternative solar photovoltaic system participating in the Program at any time by providing written notice to Subscriber in which case such alternative solar photovoltaic system will then become the "System" under the terms of this Agreement.
4. **Billing Service Provider.** The provider of all billing related services for the Subscription is Arcadia Power, Inc. ("Arcadia" and "**Billing Service Provider**"). Owner may change the Subscription's Billing Service Provider at any time by notifying Subscriber of such change in writing. On a monthly basis during the Term, the Billing Service Provider will invoice Subscriber for the Subscription Payment according to data retrieved from Subscriber's electric bill and/or supplemental reports received from the applicable utility.
 - a. To facilitate the Subscription, Subscriber agrees to enroll in Billing Service Provider's Autopay Program whereby the Subscription Payment will be automatically debited/charged from Subscriber's preferred payment method. See TOS at Section 7.
 - b. To facilitate the Subscription, Subscriber authorizes the Billing Service Provider to obtain and review certain information from the applicable utility or Electric Distribution Company ("EDC"), and to share such information with Owner, including Subscriber's service contact information, energy consumption data (previous 12 months), EDC billing data, and EDC account data. The Parties agree that this information will not be disclosed to third parties except as may be reasonably necessary to provide and promote the Subscription, to develop and maintain the System, or as otherwise required by law. Subscriber's authorization will remain in effect from the Effective Date until the termination of this Agreement.
 - c. To facilitate the Subscription, Subscriber agrees to receive Subscription related communications from the Billing Service Provider. Subscriber also agrees to receive promotional communications from the Billing Service Provider. Such communications may include e-mail and text messages, phone calls, and push notifications. Subscriber agrees that any such communications may be generated by automated systems and be recorded for quality and compliance purposes. Appropriate opt-out instructions shall be provided within any such promotional communications. See TOS at Section 18 for more details.
- The Billing Service Provider shall process and collect on Subscription Payment invoices per the "Terms of Service" ("TOS") and Data Privacy Policy available for review at <https://legal.arcadia.com>.

- d. Subscriber acknowledges and agrees that in the event of a utility billing error, Subscriber will be responsible for reimbursing Owner for any unwarranted increases in the number of Credits Subscriber received because of such error. Neither the Billing Service Provider nor the Owner are liable for utility billing errors.
 - e. If the System is out of service for more than three (3) consecutive business days (an “**Outage**”), the Billing Service Provider may inform Subscriber of such Outage via an appropriate communication method. Any such communication will include the estimated duration of the Outage and estimated production lost due to the Outage. A System outage will not affect utility electricity service.
 - f. Owner and/or Billing Service Provider reserves the right to implement Consolidated Billing in the future, if such has not already been implemented, and will notify Subscriber in writing if/when such occurs. Consolidated Billing is a form of billing whereby the Subscription Payment will be calculated and already factored into the Credits Subscriber receives on Subscriber’s electric bill. If Consolidated Billing is implemented, Subscriber will no longer pay for the Credits via invoice. Rather, the Credits reflected on Subscriber’s electric bill will be equal to the net amount of savings to which Subscriber is entitled via the Subscription.
5. **Customer Support Provider.** The initial provider of all customer support related services for the Subscription is Arcadia (“**Customer Support Provider**”). Owner may change the Customer Support Provider at any time

by notifying Subscriber of such change in writing. The Customer Support Provider can assist with the resolution of most Subscription, System, billing, and Owner related questions or concerns that Subscriber may have. For any such assistance Subscriber can visit Arcadia’s customer support center [web page at https://support.arcadia.com/hc/en-us](https://support.arcadia.com/hc/en-us), or email Arcadia’s customer support center at support@arcadia.com, or call Arcadia’s customer support center at 866-526-0083.

6. **Default.** Subscriber acknowledges, understands, and agrees that Subscriber will be in default under the terms of this Agreement if Subscriber:
- a. Fails to make any payment when payment is due and such failure continues for a period of ten (10) consecutive days; *and/or*
 - b. Fails to maintain Subscriber’s electricity utility account in good standing (*e.g.*, no 30, 60, 90 days past due balance); *and/or*
 - c. Revokes Subscriber’s Section 4(b) authorization and/or otherwise prevents Billing Service Provider from obtaining/ accessing Subscriber’s utility account data.

If Subscriber is in default under the terms of the Agreement, then:

- a. Subscriber will be responsible for paying any outstanding balance for Credits Subscriber previously received and/or Subscriber receives for up to one hundred eighty (180) days after the effective date of such termination; *and*
- b. Owner may terminate this Agreement by providing Subscriber with appropriate written notice; *and*

- c. Owner may allocate and/or assign to a third-party the Subscription percentage size allocated to Subscriber via this Agreement (pre-default).

7. **Solar Incentives; Environmental Attributes.** Subscriber acknowledges, understands, and agrees that Subscriber has no right to, and Subscriber disclaims any right to, Solar Incentives or Environmental Attributes related to the System, or the solar energy generated by the System. Subscriber has no right to, and Subscriber disclaims any right to, any solar energy allotted via the Subscription. "Solar Incentives" means any accelerated depreciation, installation, or production-based incentives, investment tax credits and subsidies, and all other solar or renewable energy subsidies and incentives. "Environmental Attributes" means, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, or tradable renewable credits.

8. **Assignment.** Upon providing Subscriber with advance written notice, Owner may assign, or transfer any of its rights and obligations under this Agreement, in whole or in part, to any third-party without the consent of Subscriber. For example, Owner shall provide Subscriber with advance written notice of a Billing Service Provider and/or Customer Support Provider change. Upon providing Owner with at least thirty (30) days' advance written notice, Subscriber

may assign its rights under this Agreement to any third-party's metered electricity account located within the same utility service territory without the consent of Owner provided the third-party assignee's Subscription size matches the Subscriber's Subscription size. Under such circumstances the assignor/Subscriber shall remain jointly and severally liable along with the new third-party assignee/Subscriber for all of Subscriber obligations under this Agreement during the remainder of the Term (e.g., the Subscription Payment) unless/until the third-party assignee/Subscriber accepts the terms of Subscription in writing via the execution of a separate form of Owner's then Subscription agreement.

9. **Indemnification.** Subscriber shall indemnify, defend (at Subscriber's own cost) and hold Owner, Billing Service Provider, and Customer Support Provider, harmless from and against any/all Claims, losses, liabilities, damages, and expenses, including reasonable attorney's fees and costs, based on or arising out of actual loss, actual damage, or actual injury, or alleged loss, alleged damage, or alleged injury, to Subscriber, to persons, to entities, and/or to property, caused by or sustained in connection with any of Subscriber's independent acts and/or omissions, and/or as caused by or sustained in connection with any of Subscriber's electricity account utility's independent acts and/or omissions that affect Subscriber, and/or as may be caused by or sustained in connection with any conditions created

by the same. The indemnification obligations in this Section represent material terms of this Agreement and Subscriber agrees and understands that such obligations shall survive the termination of this Agreement indefinitely.

10. **Limitations of Liability.** Regardless of the Claims asserted, except for material breaches of this Agreement, in no event shall Owner, the Billing Service Provider, and/or the Customer Support Provider be liable to Subscriber for damages under this Agreement that exceed an amount equal to three (3) months of the average invoiced Subscription Payment under this Agreement. Regardless of the Claims asserted, in no event shall Subscriber be liable to Owner for damages under this Agreement that exceed an amount equal to the average of invoiced Subscription Payments under this Agreement as multiplied by the number of Subscription Payments owed. Further, except as expressly provided for in this Agreement, to the extent not prohibited by applicable law, Subscriber waives all Claims against Owner, Billing service Provider and Customer Support Provider, for consequential damages arising out of or relating to this Agreement and the Subscription. This waiver is applicable, without limitation, to all consequential damages due to this Agreement's termination. Accordingly, neither the Owner, the Billing Services Provider, nor the Customer Support Provider, shall be liable to the Subscriber for:

loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, Credits, goods or services; cost of capital; or for any special, consequential, indirect, punitive or exemplary damages.

11. **Governing Law.** This Agreement shall be governed by, interpreted, and construed in accordance with, the laws of the State where the System is located, without giving effect to any choice of laws principles that would require the application of the laws of a different state, provided that the enforcement of this Agreement's Arbitration Provisions shall be governed by the FAA and DUAA.

12. **Arbitration Provisions.** ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. FOR AVOIDANCE OF DOUBT, BECAUSE THE PARTIES AGREE TO ARBITRATE ALL DISPUTES ARISING FROM OR RELATING TO THIS AGREEMENT, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN RELATED DISCOVERY EXCEPT AS PROVIDED FOR IN THE JAMS STREAMLINED RULES AND PROCEDURES.

Because of the delay and expense typically associated with the use of the State and Federal court systems, the Parties agree to

exclusively submit to final and binding arbitration any/all Disputes before JAMS, in the JAMS arbitration office located closest in mileage to Subscriber's principal place of residence/business, before a single arbitrator, such arbitration proceedings to be administered pursuant to, and governed in accordance with, the then current JAMS Streamlined Arbitration Rules and Procedures. See <https://www.jamsadr.com/rules-streamlined-arbitration/>.

- a. Either Party may initiate the arbitration process by filing the necessary forms with JAMS. Payment of all filing, administration, and arbitrator fees shall be governed by the JAMS applicable rules.
- b. Unless the Parties agree otherwise, the arbitration will be administered by JAMS via a single neutral arbitrator agreed upon by the Parties within thirty (30) days of the commencement of the arbitration. If the Parties are unable or fail to agree upon the arbitrator within such time, the arbitrator shall be appointed by JAMS in accordance with its rules.
- c. The arbitrator will issue a decision or award in writing stating the essential findings of fact and conclusions of law. Judgment on the decision/award by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than the transaction evinced by this Agreement. All statutes of limitations that are applicable to any Dispute shall apply to any arbitration between the Parties.
- d. The arbitrator shall award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration. If the arbitrator determines a Party to be the prevailing Party under circumstances where the prevailing Party won on some but not all Claims asserted, then the arbitrator may award the prevailing Party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration.
- e. Except as may be required by law, neither a Party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties, except as necessary to enforce the award.
- f. **CLASS ACTION AND CLASS ARBITRATION WAIVER. ONLY DISPUTES INVOLVING SUBSCRIBER AND OWNER OR THE BILLING SERVICE OR CUSTOMER SUPPORT PROVIDERS FOR THIS AGREEMENT MAY BE ADDRESSED IN THE ARBITRATION. DISPUTES MUST BE BROUGHT IN THE NAME OF AN INDIVIDUAL PERSON OR ENTITY AND MUST PROCEED ON AN INDIVIDUAL BASIS (NON-CLASS, NON-REPRESENTATIVE).** The Parties agree that any arbitration shall only be conducted on an individual basis and that if it is determined, despite the clear and unambiguous intent of the Parties as stated in this Agreement, to permit arbitration other than on an individual basis, such arbitration will immediately be terminated and neither party will be under any obligation to continue in such arbitration. In the case of such termination, or if the arbitration clause is deemed inapplicable

or invalid, or otherwise is deemed to allow for litigation of disputes in court, the Parties both waive, to the fullest extent allowed by law, any right to pursue or participate as a plaintiff or a class member in any claim on a class or consolidated basis or in a representative capacity.

- g. The Arbitration Provisions of this Agreement are governed by the Federal Arbitration Act, 9 U.S.C. § 2, as amended (“FAA”), and the Delaware Uniform Arbitration Act, Chapter 57 of Title 10 (“DUAA”). The arbitrator must apply substantive law consistent with the FAA and DUAA. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. The FAA and DUAA shall govern the interpretation, enforcement, and proceedings pursuant to these Arbitration Provisions and this Agreement. These Arbitration Provisions shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

- h. **RIGHT TO OPT OUT.** Subscriber may choose to opt out of these Arbitration Provisions but only by following the process set forth herein. If Subscriber does not wish to be subject to these Arbitration Provisions, then Subscriber must send Owner a written opt-out notice so that Owner receives such notice within forty-five (45) days of the Effective Date of this Agreement at the notice address described in Section 14. Subscriber’s notice must be sent to Owner by certified mail, return receipt requested. Upon receipt of an opt-out notice, Owner will credit Subscriber’s account for the standard cost of a certified letter. Subscriber’s opt-out notice must include Subscriber’s name, address, the date of this Agreement, a statement that Subscriber desires to opt out of this

Agreement’s Arbitration Provisions, and must not be sent with any other correspondence. Subscriber’s decision to opt out of these Arbitration Provisions will not affect Subscriber’s other rights or responsibilities under this Agreement and applies only to these Arbitration Provisions.

- i. “Disputes” means any/all disagreements or controversies between the Parties involving Claims arising out of or relating to this Agreement, including, without limitation, disagreements or controversies regarding Claims as to the validity, interpretation, performance, breach and/or enforcement of this Agreement, the business relationship by and between the Parties, and/or the determination of the scope or applicability of this agreement to arbitrate. The definition of the term Disputes is intended by the Parties to be construed in the broadest possible manner. Any Disputes shall be subject to the limitations of liability described in Section 10.

- j. “Claims” means any/all claims, counterclaims, defenses, demands, [class] actions, causes of action, judgments, orders and decrees, and all other claims of every kind and nature in law, equity, arbitration, administrative action, or other forum, whether arising under department, regulatory, agency, local, state, federal, international or other law, rule and/or regulation, of whatever nature or character, whether absolute or contingent, direct or indirect, known or unknown, existing prior to, as of, and/or after the Effective Date of this Agreement. The definition of the term Claims is intended by the Parties to be construed in the broadest possible manner.

- k. If any term(s) of these Arbitration Provisions, other than the Class Action and Class Arbitration Waiver, is deemed or found to be invalid, void, or unenforceable for any reason, then that term shall be deemed severable and shall not affect the validity or enforceability of any remaining term(s). The Class Action and Class Arbitration Waivers are non-severable and if it is deemed or found to be invalid, void, or unenforceable for any reason, then this entire Arbitration Provisions Section 12 shall be null and void.

13. **Delaware Public Service Commission (“DPSC”) & Delaware Division of the Public Advocate (“DPA”).** The Billing Service Provider and Customer Support Provider can assist with the resolution of many Subscription and System related questions and/or concerns that Subscriber may have. However, if either Provider is unable to assist, then Subscriber should contact:

DPSC

861 Silver Lake Boulevard
Cannon Building, Suite 100
Dover, DE 19904

<https://depsec.delaware.gov/contact-information/>

(302) 736-7500; (800) 282-8574

DPA

29 South State Street
Dover, DE 19904

<https://publicadvocate.delaware.gov/>

(302) 241-2555; (888) 607-2427

14. **Notices.** All communications and requests required or permitted by this Agreement shall be in writing and shall be sent by electronic mail, express courier, or overnight mail, all

return receipt requested, to the address(es) below or to such other address provided by a Party from time-to-time pursuant to this Section.

Owner:

c/o Arcadia Power, Inc.

555 11th St NW, Suite 400

Washington, D.C. 20004

support@arcadia.com; (866) 526-0083

www.arcadia.com

Subscriber:

See contact information on attached Electronic Signature Certificate/Record.

15. **Publicity.** Subscriber agrees not to use or publish the names or logos of the Owner, nor those of the Billing Service and Customer Support Providers, in any advertisement or promotion without first obtaining prior written consent.

16. **Linked Sites.** This Agreement’s Linked Sites are provided as a convenience and are not under Owner’s control. Owner is not responsible for and does not necessarily endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. Owner makes every effort to ensure that such content is appropriate and current, however, Owner has no control over the constantly changing internet landscape. If Subscriber is linked to a problematic site, or if a provided link is inoperative, then Subscriber should send an appropriate message to support@arcadia.com.

17. **Force Majeure.** No Party shall be liable for delay of performance or for any failure to perform any of its obligations hereunder (excepting payment obligations) due to causes beyond its control, in whole or in part, including, without limitation, labor difficulties, strikes, acts of suppliers, acts of utilities, pandemic, epidemic, fire, flood, earthquake, tornado, war, terrorism, loss of power, local access restrictions, government imposed restrictions, acts of third parties, failure(s) of third party services or products, or acts of God (each, a “Force Majeure” event).
18. **Entire Agreement.** This Agreement contains the entire agreement by and between the Parties regarding the Subscription. This Agreement is fully integrated and constitutes the complete and exclusive statement of the Agreement by and between the Parties regarding the subject matter herein and, as such, supersedes any prior understandings, agreements, warranties, or representations by or between the Parties, written or oral, to the extent that such relates in any way to the subject matter of this Agreement. No supplement, amendment, modification, change or waiver of this Agreement shall be valid and binding unless executed in writing by the Parties to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision (whether similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
19. **Cooperation.** Subscriber agrees that Subscriber shall cooperate and work with Owner in connection with any financing, sale or other similar transaction undertaken by Owner or its affiliates relating to the System including, but not limited to, executing and delivering to Owner any and all estoppels, consents to assignment, documents, certificates, information, and any other materials that may be reasonably requested by Owner.
20. **Interpretation.** In interpreting words in this Agreement, unless the context will otherwise provide or require, the singular will include the plural, the plural will include the singular, and the use of any gender will include all genders. In the interest of brevity, this Agreement frequently omits modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.
- If at any time any provision(s) of this Agreement shall be held by an arbitrator or court of competent jurisdiction to be illegal, void, or unenforceable, then such provision shall be of no force and effect, stricken from the Agreement entirely, but the illegality or unenforceability and removal of such provision shall have no effect upon and shall not impair the enforceability of any other provision(s) of this Agreement.
21. **Headings.** The headings of Sections and paragraphs herein are intended solely for the convenience of reference and shall not control the meaning or

interpretation of any of the provisions of this Agreement.

speaking, reading, and understanding the English language.

22. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original. Scanned and electronic signatures hereto shall be acceptable, valid, and binding.

23. **English Proficiency.** Subscriber acknowledges and agrees that Subscriber is proficient in writing,

24. **Authority.** Each Party represents and warrants that it has the corporate/individual capacity, power, and authority to enter into this Agreement, and to carry out the terms and obligations set forth in this Agreement, and that the persons executing this Agreement have the authority to act for and bind each respective Party.

*** END OF AGREEMENT ***

Signatures Page and Exhibit(s) Follow
(This Space Left Intentionally Blank)

Electronic Signatures.

BY AFFIXING YOUR ELECTRONIC SIGNATURE BELOW, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND ALL EXHIBITS IN THEIR ENTIRETY, AND (B) AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL EXHIBITS.

By signing below, Subscriber agrees to the General Terms of Service and Data Privacy Policy available at <https://legal.arcadia.com/>.

Subscriber may rescind subscriber's acceptance of this Subscription Agreement at any time prior to midnight of the fifth business day after the Effective Date by contacting Owner. See attached notice of cancellation form for an explanation of this right.

SUBSCRIBER

/s/ Subscriber

See attached form of Electronic Signature Certificate/Record.

OWNER

Signed: _____

Name: _____

Title: _____

Date: _____

Exhibit 1

System & Owner Information	
System Name	
System Location & Status	<p>System Location:</p> <p>System Status: [completed and producing energy; completed and awaiting final approval to operate; under construction; or construction not yet commenced].</p>
Owner Name	
Owner Contact Information	Contact: support@arcadia.com or 866-526-0083 to reach the Arcadia customer experience team.

First Year Production Estimate	[] kWh
20-Year Production Estimate	[] kWh
Method Used to Estimate Production	An independent engineer reviewed system layout drawings, equipment datasheets, and site climatic and geographical data to generate a first-year energy estimate using the commercially available software PVsyst. The first step in estimating solar power generation is to determine the solar climatic conditions, primarily the global and diffuse irradiation on the horizontal plane. The independent engineer's solar resource assessment is conducted by reviewing various sources of solar resource data to select the most appropriate data for the specific project site and importing the selected weather file into PVsyst. The second step is assessing the system configuration, such as the quantity and type of modules, inverters, transformers, row spacing, and the number of modules in series and in parallel. Finally, the system loss factors are determined, and an annual degradation assumption is applied over the estimate term.
Owner's Data Privacy Policy	https://legal.arcadia.com/
Billing Service and Customer Support Privacy Policy	https://legal.arcadia.com/
Owner's Evidence of Insurance	[]
System Long-Term Maintenance Plan	[]

*Owner to complete this Exhibit and provide an updated copy to Subscriber prior to this Agreement being counter-signed if Subscriber's assigned System is known as of the Effective Date. If Subscriber's assigned System is unknown as of the Effective Date, then Owner shall provide a completed copy of this Exhibit to Subscriber immediately upon Subscriber being assigned to a specific System.

*A completed Community Solar Disclosure Form presented to the Subscriber shall substitute for a completed form of this Exhibit.

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

This Community Solar Subscription Agreement (the "Agreement") is entered into as of the date signed by Seller (the "Effective Date"), by and between you, the "Subscriber" named in the digital record of your e-signature accepting the terms of this Agreement (the "Contract Acceptance"), and the owner of a solar photovoltaic system participating in the Illinois Community Renewable Generation program ("Seller" or "we" or "us") (each a "Party" and collectively the "Parties"), pursuant to which Subscriber will subscribe for Community Solar Credits (defined below) produced by such solar photovoltaic system (the "System"). Refer to Exhibit A for your potential Sellers under this agreement; you will be provided notice of your specific Seller prior to the counter-execution of this Agreement by such Seller. Refer to Exhibit B for additional information about the System.

1. Community Solar Credits. This Agreement is between "you" or the "Subscriber," and Seller, for your subscription to a percentage of the electric energy generated by the System (the "Subscription"), which will generate kWh or monetary bill credits that reduce your utility bill ("Community Solar Credits" or "Credits"). For all Credits received on your utility bill, you will pay Seller a "Subscription Payment" equal to the monetary value of such Credits minus the value of the Credits multiplied by the "Guaranteed Savings" rate.

The Guaranteed Savings rate will be: **10%**, such that your Subscription Payment will equal 90% of the value of the Credits, and your savings will equal 10% of the value of the Credits.

For an estimate of the subscription price expressed on a per-kilowatt-hour basis, refer to Exhibit C. The estimated initial price for Credits is calculated as the applicable electricity supply rate published by your utility reduced by the Guaranteed Savings rate. The price will change over the course of the term as utility rates change, but we will always provide you the Guaranteed Savings rate such that you are always saving on the community solar portion of your bill. **You are guaranteed to save 10% off of the value of the Credits received on your utility bill each month.** Seller does not make representations or warranties concerning the tax implications of any Credits.

2. Subscription Term; Allocation Date; Renewal; Cancellation or Transfer by Subscriber. The Subscription Term (the "Term") will commence as of the Effective Date and continue for fifteen (15) years, with an annual automatic renewal for one (1) year on the annual anniversary for the Effective Date until terminated or cancelled by either Party in accordance with this Agreement. **You may cancel this Agreement at any time and for any reason with no fee or penalty by notifying Seller in accordance with Section 11 below.** Following your notice to cancel, we will promptly direct the electric utility to cease allocating Credits to you from the System. In our experience, it could take the utility up to 90 days to process the cancellation. If you relocate or change your utility service address within the same electric utility service area, you may retain your Subscription provided you timely notify Seller and maintain the required Subscription size as described in Section 3. You may also transfer this Agreement to another utility account within the same electric utility service area provided that we determine that

such account complies with the required Subscription size and is eligible to receive Credits from the System, and the owner of such account accepts the terms of this Agreement. **Until we notify you in writing that your cancellation or transfer has been processed by the utility, you are required to continue paying for the Subscription Payment for up to 90 days, in accordance with the terms of this Agreement. You will continue to receive the Guaranteed Savings rate for as long as you are receiving Credits and paying the Subscription Payment.**

3. Subscription Size; Reallocation; Termination by Seller. Your initial Subscription size will be calculated by us to generate Credits no greater than your estimated annual electricity supply cost. We may adjust your Subscription size at any time without notice, provided that we will (i) never set a Subscription size that would generate Credits greater than your estimated annual electricity supply cost; and (ii) keep your Subscription size at 200 watts or greater but less than 25 kilowatts. We may reallocate your Subscription to a different solar photovoltaic system participating in the Community Renewable Generation program at any time, by providing notice to you, in which case such system will become the "System" under the terms of this Agreement. **We may terminate your Subscription at any time and for any reason by providing written notice to you. In such a termination event, Seller will not be liable for any early termination fee or penalty. Until we notify you in writing that the termination has been processed by the utility, you are required to continue paying the Subscription Payment for up to 90 days, in accordance with the terms of this Agreement. You will continue to receive the Guaranteed Savings rate for as long as**

you are receiving Credits and paying the Subscription Payment.

4. Billing Procedure. On a monthly basis during the Term, we will invoice you for Credits you receive, in an amount equal to the Subscription Payment. The initial Billing Service Provider for this Agreement is Arcadia Power, Inc. For so long as Arcadia Power, Inc. is the Billing Service Provider, Seller is entitled to process and collect on invoices per the Arcadia Terms of Service (available at: legal.arcadia.com). Seller may change the Billing Service Provider at any time by notifying you in writing.

5. Ameren Peak Time Rewards Customers. This Section 5 applies if you are enrolled in Ameren's Peak Time Rewards (PTR) program. You understand that you are not permitted to be enrolled in community solar and the PTR program simultaneously, because Ameren's Rider NM, pursuant to which you will take service through this Subscription, provides that you are "not allowed to simultaneously take service under this Rider NM and service under Rider PTR." To qualify you to become a Subscriber hereunder, you hereby authorize Seller and/or the Billing Service Provider to opt out of participation in the PTR program on your behalf and to communicate your decision to Ameren or any third party. You understand that if you cancel this Subscription, you may re-enroll in the PTR program at any time, but Ameren may place you on a waitlist if the PTR program is at capacity.

6. Outages. If the System is out of service for more than three consecutive business days (an "Outage"), the Billing Service Provider will inform you of such Outage either via email, or another reasonably accessible communications method. Such communication will include the estimated duration of the Outage and

estimated production that will be lost due to the Outage. Under no circumstances will any Outage affect the electricity service to your home.

7. Default. You will be in default under this Agreement if you fail to make any payment when it is due and such failure continues for a period of ten (10) days. If this Agreement is in default, Seller may terminate this Agreement. Upon any such termination, you will be responsible for paying any outstanding balance of the Subscription Payment for Credits previously received or received for up to 90 days after termination, but will not be liable to us for any other amounts.

8. Solar Incentives; Environmental Attributes. You acknowledge that you have no right to, and you disclaim any right to, Solar Incentives or Environmental Attributes related to the System or the solar energy generated by your Subscription. "Solar Incentives" means any accelerated depreciation, installation, or production-based incentives, investment tax credits and subsidies, and all other solar or renewable energy subsidies and incentives. "Environmental Attributes" means, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, or tradable renewable credits.

9. Assignment. Seller may assign or transfer its rights and obligations under this Agreement to any third party.

10. Limitation of Liability. In no event shall either Party be liable to the other for damages under this Agreement that exceed an amount equal to three months of the average invoice to Subscriber under this Agreement.

11. Governing Law & Dispute Resolution. Any disputes, claims or controversies arising from or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to conflict of laws principles.

Arbitration. PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. FOR AVOIDANCE OF DOUBT, BECAUSE THE PARTIES AGREE TO ARBITRATE ALL DISPUTES ARISING FROM OR RELATING TO THIS AGREEMENT, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE JAMS' STREAMLINED RULES.

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the JAMS or other accredited arbitration office located closest in mileage to your permanent place of residence before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude the Parties from seeking provisional remedies in aid of

arbitration from a court of appropriate jurisdiction.

(i) We agree that any dispute, claim or disagreement between us (a "Dispute") shall be resolved exclusively by arbitration as set forth in this Section 10, above. Either Party may initiate the arbitration process by filing the necessary forms with JAMS (see www.jamsadr.com for more details).

(ii) The arbitration will be administered by JAMS by a single neutral arbitrator agreed on by the Parties within 30 days of the commencement of the arbitration. If the Parties are unable or fail to agree upon the arbitrator within such time, the third arbitrator shall be appointed by JAMS in accordance with its rules.

(iii) In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

If the arbitrator(s) determine a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing Party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration.

(iv) ONLY DISPUTES INVOLVING YOU AND PROVIDER OR PROVIDER'S SERVICE PROVIDER MAY BE ADDRESSED IN THE ARBITRATION. DISPUTES MUST BE BROUGHT IN THE NAME OF AN INDIVIDUAL PERSON OR ENTITY AND MUST PROCEED ON AN INDIVIDUAL

(NON-CLASS, NON-REPRESENTATIVE) BASIS. THE ARBITRATOR WILL NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. IF EITHER PARTY ARBITRATES A DISPUTE, NEITHER PARTY, NOR ANY OTHER PERSON, MAY PURSUE THE DISPUTE IN ARBITRATION AS A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION, NOR MAY ANY SUCH DISPUTE BE PURSUED ON YOUR OR OUR BEHALF IN ANY LITIGATION IN ANY COURT. CLAIMS REGARDING ANY DISPUTE AND REMEDIES SOUGHT AS PART OF A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION ARE SUBJECT TO ARBITRATION ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS, AND THE ARBITRATOR MAY AWARD RELIEF ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS.

(v) The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between the Parties. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

(vi) **OPT-OUT PROCESS.** You may choose to opt out of this arbitration provision (the “Arbitration Provision”) but only by following the process set forth herein. If you do not wish to be subject to this arbitration provision, then you must send us an opt-out notice so that we receive it within forty-five (45) days of the date of this Agreement at the notice address described in Section 11. Your notice must be sent to us by certified mail, return receipt requested. Upon receipt of an opt-out notice, we will credit you for the standard cost of a certified letter. Your opt-out notice must include your name, address, the date of this Agreement, a statement that you wish to opt out of the Arbitration Provision and must not be sent with any other correspondence. Your decision to opt out of this Arbitration Provision will not affect your other rights or responsibilities under this Agreement, and applies only to this Arbitration Provision.

BECAUSE THE PARTIES HERETO HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION

AWARDS. OTHER RIGHTS THAT THE PARTIES HERETO WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

Notwithstanding any provision to the contrary in this Agreement, in lieu of arbitration, you have the right to file a complaint or dispute with the Illinois Commerce Commission as set forth in Section 12.

Further, if Subscriber, in good faith, wishes to file any other complaint or dispute with Seller, Subscriber may do so via written notice or electronic mail as soon as possible, at the contact information provided in Section 11, below.

12. Notices. All notices under this Agreement shall be in writing and shall be by personal delivery, electronic mail, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery. Notices to Seller shall be sent to the address set forth below or such other address as Seller may subsequently specify in writing.

SELLER
c/o Arcadia
555 11th Street NW, Suite 400
Washington, DC 20004
Email: support@arcadia.com
Phone: 866-526-0083

13. Illinois Commerce Commission; Illinois Power Agency. In the event of any concern or complaint, we encourage you to contact Seller’s customer experience team and we will be happy to assist you at the email address and phone number provided in Section 11. If you wish to contact the Illinois Commerce Commission (the “Commission”), you may do so at the following phone number: 800-524-0795. Or

you may visit the Commission website at: www.icc.illinois.gov. You also may contact the Illinois Power Agency ("IPA") at 312-814-8106, or 866-846-5276. The IPA's website address is: <https://www2.illinois.gov/sites/ipa/Pages/default.aspx>.

14. Not a "Security". The Parties intend that neither this Agreement nor the Subscription is a "security" and therefore is not subject to federal or state securities laws, including the Securities Act of 1933. Among other reasons, the benefits to the Subscriber do not depend on the participation of other electric utility consumers, and Subscriber's payments are not being pooled together with others to make an investment. In addition, by entering into this Agreement the Subscriber is seeking to help the environment and reduce Subscriber's overall costs of electricity, and not to make a profit.

15. Entire Agreement; Electronic Execution. This Agreement contains the entire agreement between the Parties regarding the Subscription for Community Solar Credits. There are no other agreements regarding this Agreement, either written or oral. Any change to this Agreement must be in writing and signed by both Parties. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and have the same effect as an original signature.

Acknowledged and agreed:

SUBSCRIBER

/s/ Subscriber as named in the Contract
Acceptance

[Seller's signature follows on the next page]

SELLER

[_____]

Signed: [_____]

Date: [_____]

Exhibit A

Seller	Contact Information
Summit Ridge Energy (or an affiliate thereof)	1515 Wilson Blvd., Suite 300, Arlington, VA 22209 Phone: c/o Arcadia 866-526-0083 Email: c/o Arcadia solar@arcadia.com

Exhibit B

System Information	
System name	[]
Location	[]
Seller name	[]
Seller contact information for complaints or inquiries	Please contact: support@arcadia.com or 866-526-0083 to reach the Arcadia customer experience team.
First year production estimate	[] kWh
20-year production estimate	[] kWh
Method used to estimate production	[]
Seller's data privacy policy	[]
Billing Service Provider's privacy policy	
Seller's evidence of insurance	[]
Seller's long-term maintenance plan	[]

Note:
Arcadia will fill in this table and provide you with an updated copy prior to the time this Agreement is counter-signed by the Seller.

EXHIBIT C

Utility	Instructions for obtaining a good-faith estimate of the subscription price expressed on a per-kilowatt-hour basis
Ameren	<p>Based on our best estimate at the time of preparing this document, the approximate subscription price on a per-kilowatt-hour basis is \$0.039564/kWh. This rate may increase or decrease over time, such that your Guaranteed Savings rate is always 10%, as described in Section 1 of this Agreement. For comparison, Ameren's price for electricity supply as of the time of preparing this document is \$0.043960/kWh.</p> <p>For an up to date estimate:</p> <ol style="list-style-type: none"> 1. Visit: http://www.pluginillinois.org/FixedRateBreakdownAmeren.aspx 2. Identify the current "Price to Compare" 3. Subtract the "Transmission Service Charge" 4. Multiply the resulting rate by 90% <p>You may also contact us using the information provided in Section 11 of this Agreement for an up to date estimate.</p>
Commonwealth Edison	<p>Based on our best estimate at the time of preparing this document, the approximate subscription price on a per-kilowatt-hour basis is \$0.058257/kWh. This rate may increase or decrease over time, such that your Guaranteed Savings rate is always 10%, as described in Section 1 of this Agreement. For comparison, ComEd's price for electricity supply as of the time of preparing this document is \$0.064730/kWh.</p> <p>For an up to date estimate:</p> <ol style="list-style-type: none"> 1. Visit: http://www.pluginillinois.org/FixedRateBreakdownComEd.aspx 2. Identify the current "Price to Compare" 3. Subtract the "Transmission Service Charge" 4. Multiply the resulting rate by 90% <p>You may also contact us using the information provided in Section 11 of this Agreement for an up to date estimate.</p>



Community Solar Subscription Agreement

Version

Contract Acceptance

Signer

Contract ID

Email

Date

IP Address

User Agent

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

This Community Solar Subscription Agreement (the "Agreement") is entered into as of the date signed by Seller (the "Effective Date"), by and between you, the "Subscriber" named in the Contract Acceptance, and the owner of a solar photovoltaic system participating in either the Net Energy Billing program or Distributed Generation Procurement program ("Seller" or "we" of "us") (each a "Party" and collectively the "Parties"), pursuant to which Subscriber will subscribe for Community Solar Credits (defined below) produced by such solar photovoltaic system (the "System"). Refer to Exhibit A for your potential Sellers under this agreement; you will be provided notice of your specific Seller prior to the counter-execution of this Agreement by such Seller.

1. Community Solar Credits. This Agreement is between "you" or the "Subscriber," and Seller, for your subscription to a percentage of the energy generated by the System (the "Subscription"), which will generate kWh or monetary bill credits that reduce your utility bill ("Community Solar Credits" or "Credits"). For Credits received on your utility bill, you will pay Seller 90% of the monetary value of such Credits, and you will retain 10% of the monetary value of the Credits.

2. Subscription Term; Allocation Date; Cancellation or Transfer. The Subscription Term (the "Term") will commence as of the Effective Date and continue indefinitely until terminated by either Party. You may cancel this Agreement for any reason with no fee or penalty by notifying Seller. Following your notice to cancel, we will promptly direct the utility to cease allocating Credits to you from the System. In our experience, it could take the utility up to 90 days to process the cancellation. You may also transfer this Agreement to another utility account provided that we determine that such account is eligible to receive Credits from the System, and the owner of such account accepts the terms of this Agreement. Until we notify you in writing that your cancellation or transfer has been processed by the utility, you are required to continue paying for the Credits that you receive for up to 90 days, in accordance with the terms of this Agreement.

3. Subscription Size; Reallocation; Termination by Seller. Your initial Subscription size will be calculated by us to generate Credits no greater than your estimated annual electricity usage in the case of kWh credits or no greater than your estimated annual electricity cost in the case of monetary credits. We may adjust your Subscription size at any time without notice, subject to the limitations described above with respect to your estimated annual electricity usage or cost as

applicable. We may reallocate your Subscription to an alternative solar photovoltaic system participating in the Net Energy Billing program or Distributed Generation Procurement program at any time, by providing notice to you, in which case Seller may assign this Agreement pursuant to Section 8 below and such alternative system will become the "System" under the terms of this Agreement. We may terminate your Subscription at any time by providing notice to you.

4. Billing Service Provider. The initial Billing Service Provider for this Agreement is Arcadia, whose terms of service are available at legal.arcadia.com. Seller may change the Billing Service Provider at any time by notifying you in writing. On a monthly basis during the Term, we will invoice you for Credits you receive, in an amount equal to 90% of the monetary value of the Credits received on your utility bill. Seller is entitled to process and collect on invoices per the Billing Service Provider's terms of service.

Subscriber authorizes the Billing Service Provider to obtain and review the following information from the utility, and to share such data with Seller: energy consumption data, energy billing data, utility account information. This information will not be disclosed by Seller to third parties except as needed to provide the Subscription, including in connection with the acquisition or financing of the System, or as required by law. This authorization will be effective from the Effective Date until the expiration or termination of the Agreement.

5. Customer Support Provider. The initial Customer Support Provider for this Agreement is Arcadia, whose contact information is:

Email: support@arcadia.com
Toll-free phone: 866-526-0083

Seller may change the Customer Support Provider at any time by notifying you in writing. Subscriber should contact the Customer Support Provider in the event of any questions or concerns.

6. Default. You will be in default under this Agreement if you fail to make any payment when it is due and such failure continues for a period of ten (10) days. If this Agreement is in default, Seller may terminate this Agreement. Upon any such termination, you will be responsible for paying any outstanding balance for Credits previously received or received for up to 90 days after termination, but will not be liable to us for any other amounts.

7. Solar Incentives; Environmental Attributes.

You acknowledge that you have no right to, and you disclaim any right to, Solar Incentives or Environmental Attributes related to the System or the solar energy generated by your Subscription. "Solar Incentives" means any accelerated depreciation, installation, or production-based incentives, investment tax credits and subsidies, and all other solar or renewable energy subsidies and incentives. "Environmental Attributes" means, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, or tradable renewable credits.

8. Assignment. Seller may assign, or transfer its rights and obligations under this Agreement to any third party without the consent of Subscriber. Subscriber is prohibited from assigning this Agreement without Seller's written consent.

9. Limitation of Liability. In no event shall either Party be liable to the other, including for claims based on negligence of a Party, for damages under this Agreement that exceed an amount equal to three months of the average invoice to Subscriber under this Agreement.

10. Governing Law. The laws of Maine shall govern this Agreement without giving effect to conflict of laws principles, provided that the Arbitration Provision shall be governed by federal law. Any disputes shall be subject to the limitation of liability described in Section 9.

11. Arbitration Provision. PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. FOR AVOIDANCE OF DOUBT, BECAUSE THE PARTIES AGREE TO ARBITRATE ALL DISPUTES ARISING FROM OR RELATING TO THIS AGREEMENT, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE JAMS' STREAMLINED RULES.

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (a "Dispute"), shall be resolved

by arbitration in the JAMS or other accredited arbitration office located closest in mileage to your permanent place of residence before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the award by the arbitrator may be entered in any court having jurisdiction. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

- (i) We agree that any Dispute between us shall be resolved exclusively by arbitration as set forth in this Section 11 ("Arbitration Provision"). Either Party may initiate the arbitration process by filing the necessary forms with JAMS (see www.jamsadr.com for more details).
- (ii) The arbitration will be administered by JAMS by a single neutral arbitrator agreed on by the Parties within thirty (30) days of the commencement of the arbitration. If the Parties are unable or fail to agree upon the arbitrator within such time, the arbitrator shall be appointed by JAMS in accordance with its rules.
- (iii) In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

If the arbitrator(s) determine a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing Party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration.

- (iv) **CLASS ACTION AND CLASS ARBITRATION WAIVER.** ONLY DISPUTES INVOLVING YOU AND SELLER OR THE BILLING OR CUSTOMER SERVICE PROVIDER FOR THIS AGREEMENT MAY BE ADDRESSED IN THE ARBITRATION. DISPUTES MUST BE BROUGHT IN THE NAME OF AN INDIVIDUAL PERSON OR ENTITY AND MUST PROCEED ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS. THE ARBITRATOR WILL NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. IF EITHER PARTY ARBITRATES A DISPUTE, NEITHER PARTY, NOR ANY OTHER PERSON, MAY PURSUE THE DISPUTE IN ARBITRATION AS A CLASS ACTION,

CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION, NOR MAY ANY SUCH DISPUTE BE PURSUED ON YOUR OR OUR BEHALF IN ANY LITIGATION IN ANY COURT. CLAIMS REGARDING ANY DISPUTE AND REMEDIES SOUGHT AS PART OF A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION ARE SUBJECT TO ARBITRATION ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS ONLY, AND THE ARBITRATOR MAY AWARD RELIEF ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS.

- (v) The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any Dispute shall apply to any arbitration between the Parties. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.
- (vi) **Governing Law.** This Arbitration Provision is governed by the Federal Arbitration Act ("FAA"). The arbitrator must apply substantive law consistent with the FAA.
- (vii) **YOUR RIGHT TO OPT OUT.** You may choose to opt out of this Arbitration Provision but only by following the process set forth herein. If you do not wish to be subject to this Arbitration Provision, then you must send us a written opt-out notice so that we receive it within forty-five (45) days of the date of this Agreement at the notice address described in Section 12. Your notice must be sent to us by certified mail, return receipt requested. Upon receipt of an opt-out notice, we will credit you for the standard cost of a certified letter. Your opt-out notice must include your name, address, the date of this Agreement, a statement that you wish to opt out of the Arbitration Provision and must not be sent with any other correspondence. Your decision to opt out of this Arbitration Provision will not affect your other rights or responsibilities under this Agreement, and applies only to this Arbitration Provision.

BECAUSE THE PARTIES HERETO HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT

DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT THE PARTIES HERETO WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

Notwithstanding any provision to the contrary in this Agreement, in lieu of arbitration, you have the right to file a complaint or dispute with the Maine Public Utilities Commission (the "Commission") Consumer Assistance and Safety Division, after engaging in a good faith effort to resolve the complaint or dispute with the Seller. If you wish to contact the Commission, you may do so at the following phone number: 800-452-4699. Or you may visit the Commission website at www.maine.gov/mpuc for more information on how to file a complaint.

Further, if Subscriber, in good faith, wishes to file any other complaint or dispute with Seller, Subscriber may do so via written notice or electronic mail as soon as possible, at the contact information provided in Section 12, below.

If any term of this Arbitration Provision, other than the Class Action and Class Arbitration Waiver, is deemed or found to be invalid, void or unenforceable for any reason, that term shall be deemed severable and shall not affect the validity or enforceability of any remaining term. The Class Action and Class Arbitration Waiver is non-severable and if it is deemed or found to be invalid, void or unenforceable for any reason, this entire Arbitration Provision shall be null and void.

12. Notices. All notices under this Agreement shall be in writing and shall be by electronic mail. Notices to Subscriber which Seller wishes to provide directly to Subscriber shall be sent to the email address specified in the Contract Acceptance. Notices to Seller shall be sent to the email address set forth below or such other address as Seller may subsequently specify in writing.

Arcadia
555 11th St NW, Suite 400
Washington, D.C. 20004

Email: **support@arcadia.com**
Phone: **(866) 526-0083**

with a copy to:

SELLER, whose contact information is provided in Exhibit A

13. Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the Subscription for Community Solar Credits. There are no other agreements regarding this Agreement, either written or oral. Any change to this Agreement must be in writing and signed by both Parties. Except as otherwise provided herein, if any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

[Signature page follows]

Electronic Signatures.

BY AFFIXING YOUR ELECTRONIC SIGNATURE BELOW, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND ALL EXHIBITS IN THEIR ENTIRETY, AND (B) AGREE TO ALL TERM AND CONDITIONS OF THIS AGREEMENT AND ALL EXHIITS.

SUBSCRIBER

Signed: /s/ Subscriber as named in the Contract
Acceptance
Date: as specified in the Contract Acceptance

SELLER

[_____]
Signed: [_____]
Date: [_____]

Exhibit A

Potential Sellers	Contact Information for Customer Support Provider
BWC Pattee Pond, LLC	Email: support@arcadia.com ; Phone: 866-526-0083
BWC Gulf Island Pond, LLC	Email: support@arcadia.com ; Phone: 866-526-0083
BWC Twelvemile Brook, LLC	Email: support@arcadia.com ; Phone: 866-526-0083
BWC Edwards Cove, LLC	Email: support@arcadia.com ; Phone: 866-526-0083
Summit Ridge Energy, LLC (or an affiliate thereof)	Email: support@arcadia.com ; Phone: 866-526-0083



Community Solar Subscription Agreement

Version

Contract Acceptance

Signer

Contract ID

Email

Date

IP Address

User Agent

PLAIN LANGUAGE SUMMARY

By subscribing to a local community shared solar system you will receive credits for solar electricity production that reduce your utility bill. You will pay us for these credits, at a discounted rate. For each dollar of credit that you receive, you will pay us 90% of the value of that credit, and you will get 10% savings. There is no installation required at your home. You may cancel this agreement with no fee or penalty for any reason, however, it may take up to 180 days for your cancellation to take effect and you agree to continue paying for any credits you receive for up to 180 days after your request to cancel.

COMMUNITY SHARED SOLAR SUBSCRIPTION AGREEMENT

NOTICE: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

This Community Shared Solar Subscription Agreement (the "Agreement") is entered into as of the date signed by Seller (the "Effective Date"), by and between you, the "Subscriber" named in the digital record of your e-signature accepting the terms of this Agreement (the "Contract Acceptance"), and the owner of a solar photovoltaic system participating in the Solar Massachusetts Renewable Target ("SMART") program ("Seller" or "we" of "us") (each a "Party" and collectively the "Parties"), pursuant to which Subscriber will subscribe for Alternative On-Bill Credits (defined below) produced by such solar photovoltaic system (the "System"). Refer to Exhibit A for your potential Sellers under this agreement; you will be provided notice of your specific Seller prior to the counter-execution of this Agreement by such Seller in Exhibit A-1. The SMART Program is embodied by the SMART regulations, 225 CMR 20.00 *et seq.*, policies issued from time to time by the Massachusetts Department of Energy Resources relating to the SMART Program, orders issued by the Massachusetts Department of Public Utilities relating to the SMART Program, and the utility's tariffs implementing the SMART Program and distributed generation generally, all as may be amended from time to time.

1. Alternative On-Bill Credits and Subscription Price. This Agreement is between "you" or the "Subscriber," and Seller, for your subscription to a percentage of monetary electric utility bill credits known as "Alternative On-Bill Credits" or "AOBC" under the SMART Program ("Bill Credits" or "Credits") associated with the energy generated by the System (the "Subscription"). For Credits received on your utility bill, you will pay Seller 90% of the monetary value of such Credits (the "Subscription Price"), and your savings will equal 10% of the monetary value of the Credits. Seller's

obligation to provide Credits to you is expressly subject to, and contingent on, the availability of the System and the generation of electricity and Alternative On-Bill Credits by the System. You will be responsible for paying any taxes, fees or charges imposed by any governmental authority paid or payable by Seller due to Seller's allocation of Credits to you and your payment hereunder to Seller (other than income taxes imposed on Seller). You acknowledge that this Agreement is a service contract and that Seller is not a utility.

2. Subscription Term; Allocation Date. The Subscription Term (the "Term") will commence on the Effective Date and expire on the date the SMART tariff term ends for the System. Systems enrolled in the SMART Program may participate for twenty (20) years from the date on which the System first becomes eligible to create Credits under the SMART Program. You will not be responsible for any payments until after the day on which Credits are first accumulated toward your allocation as processed by the local electric utility ("Allocation Date"), and we have no obligation to provide any Credits prior to the Allocation Date.

3. Cancellation and Transfer. You may cancel this Agreement for any reason with no penalty by notifying Seller. Prior to the Allocation Date, you will have no further obligations under this Agreement. After the Allocation Date, you understand that the utility only permits us to change the System's subscribers twice in a 12-month period. If you cancel this Agreement under this section or, if we terminate this agreement due to your default under this Agreement in either case, it could take up to 180 days for you to stop receiving Credits on your utility account. We will notify you in writing that your cancellation or transfer has been processed by the

utility ("Utility Cancellation Date"). You are required to submit payments for any Credits that you receive on your utility bill until the earlier of (i) the Utility Cancellation Date or (ii) 180 days, in accordance with the terms of this Agreement.

4. Subscription Size; Reallocation; Termination by Seller. Your initial Subscription is a percentage of total Credits that will be generated by the System. It will be calculated by us to generate Credits no greater than your estimated annual electric utility charges, and in any event no greater than the maximum amount allowed under the SMART Program. We may adjust your Subscription size at any time without notice, provided that we will never set a Subscription size that would generate Credits greater than your estimated annual electric utility charges. We may reallocate your Subscription to a different solar photovoltaic system participating in the SMART Program at any time, by providing notice to you, in which case such system will become the "System" under the terms of this Agreement. We may terminate your Subscription at any time by providing fifteen (15) days' notice to you.

5. Billing; Billing Service Provider; Customer Support Provider. On a monthly basis during the Term, we will invoice you for Credits you receive, in an amount equal to the value of the Credits received on your utility bill at the Subscription Price. You are required to make payments within three (3) days following the date of the invoice if you have agreed to automatic ACH payment; if you have not agreed to automatic ACH payment then you are required to make payments within 10 days following receipt of the invoice. The initial Billing Service Provider for this Agreement is Arcadia Power, Inc. ("Arcadia"). Seller may change the Billing Service Provider at any time by notifying you in writing. The initial Customer Support Provider for this Agreement is Arcadia Power, Inc. Seller may change the Customer Support Provider at any time by notifying you in writing. Subscriber should contact the Customer Support Provider in the event of any questions or concerns. The contact information of the current Billing Service Provider and Customer Support Provider is:

Email: support@arcadia.com
Toll-free phone: 866-526-0083

6. Default. You will be in default under this Agreement if you fail to make any payment when it is due and such failure continues for a period of ten (10) days after receiving notice of such failure. If you have not made payment within this ten (10) day period,

Seller may terminate this Agreement. Upon any such termination, you will be responsible for paying any outstanding balance for Credits previously received or received for up to 180 days after termination as explained in Section 3, but will not be liable to us for any other amounts.

7. Ownership. You acknowledge that you have no right to, and you disclaim any right to, the System or any portion thereof, electricity generated by the System, Environmental Attributes related to the System or the electricity generated by the System, where "Environmental Attributes" means, without limitation, carbon trading credits, renewable energy credits or certificates, clean peak credits or certificates, emissions reduction credits, emissions allowances, green tags, or tradable renewable credits. You also understand you are only entitled to the Credits from the System, and not any other part of Incentive Payments (as such term is defined in the SMART Program) under the SMART Program, or any tax-related benefit, including but limited to: accelerated depreciation, installation based credits, investment tax credits or subsidies, and other renewable energy subsidies.

8. Assignment. Seller may assign or transfer its rights and obligations under this Agreement to any third party without your consent. Billing Service Provider shall notify you if any such assignment is made. You may not assign or transfer your rights and obligations without Seller's consent and any unpermitted assignment or transfer shall be null and void.

9. Limitation of Liability. Subject to Subscriber's obligations under Sections 3 and 6 to pay for Credits delivered to Subscriber prior to the Utility Cancellation Date, in no event shall either Party be liable to the other for damages under this Agreement that exceed an amount equal to three months of the average invoice to Subscriber under this Agreement.

10. Governing Law & Dispute Resolution. The laws of Massachusetts shall govern this Agreement without giving effect to conflict of laws principles that would require the application of the laws of any other state. Any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between principals of the parties, who shall use their respective good faith efforts to resolve such dispute. In the event that the parties cannot resolve a dispute by informal negotiations, the parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the parties fail to agree upon a mediator, the

parties shall request that the Boston, MA office of JAMS appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the parties. The decision to continue mediation shall be in the sole discretion of each party. The parties will each bear their own costs of the mediation. The mediator's fees shall be shared equally by the parties. In the event that the parties cannot resolve a dispute by informal negotiations or mediation, sole venue for judicial enforcement shall be the Superior Court of Suffolk County, MA. Each party consents to such venue and expressly waives any objections to venue it might otherwise be able to raise. Notwithstanding the foregoing, injunctive relief from such court may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement.

11. Notices. All notices under this Agreement shall be in writing and shall be by personal delivery, electronic mail, overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery. Notices to Subscriber shall be sent to the utility service address associated with the Subscription or to the email address specified in the Contract Acceptance, as may be changed by Subscriber from time to time by contacting the Billing Service Provider. Notices to Seller shall be sent to the address set forth below or such other address as Seller

may subsequently specify in writing.

Arcadia
555 11th St NW, 4th Floor
Email: support@arcadia.com
Phone: 866-526-0083

with a copy to:

SELLER, whose contact information is provided in Exhibit A.

12. Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the Subscription for Alternative On-Bill Credits. There are no other agreements regarding this Agreement, either written or oral. Any change to this Agreement must be in writing and signed by both Parties. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature of a party on a PDF or facsimile copy of the Agreement, or electronic signature, shall be binding to the same extent as an original signature.

[Signature Pages Follow]

SUBSCRIBER

I have read this Agreement set forth below and the Exhibits in their entirety and I acknowledge that I have received a complete copy of this Agreement.

/s/ Subscriber, as named in the Contract Acceptance

NOTICE: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

SELLER

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Seller	Contact Information
Bluewave Capital, LLC (or an affiliate thereof)	501 Boylston Street, Suite 10B134 Boston, MA 02116 Phone: c/o Arcadia 866-526-0083 Email: c/o Arcadia support@arcadia.com
ENGIE Development, LLC (or an affiliate thereof)	225 West Hubbard Street, Suite 200 Chicago, IL 60654 Phone: c/o Arcadia 866-526-0083 Email: c/o Arcadia support@arcadia.com
Inclusive Prosperity Capital (or an affiliate thereof)	75 Charter Oak Avenue, Suite 1-103 Hartford, CT 06106 Phone: c/o Arcadia 866-526-0083 Email: c/o Arcadia support@arcadia.com
Madison Energy Investments (or an affiliate thereof)	379 W Broadway, 2 nd Floor New York, NY 10012 Phone: c/o Arcadia 866-526-0083 Email: c/o Arcadia support@arcadia.com
SunConnect USA (or an affiliate thereof)	3021 Airport-Pulling Rd Naples, FL 34105 Phone: c/o Arcadia 866-526-0083 Email: c/o Arcadia support@arcadia.com
Sunraise Investments (or an affiliate thereof)	26 Market Square Portsmouth, NH 03801 Phone: c/o Arcadia 866-526-0083 Email: c/o Arcadia support@arcadia.com
Sunwealth LLC (or an affiliate thereof)	2067 Massachusetts Ave, Suite 540 Cambridge, MA 02140 Phone: c/o Arcadia 866-526-0083 Email: c/o Arcadia support@arcadia.com

EXHIBIT A-1

System Information		Note: Arcadia will fill in this table and provide you with an updated copy prior to the time this Agreement is counter-signed by the Seller.
System name	[_____]	
System location	[_____]	
Seller name	[_____]	
Utility service address	[_____]	
Utility account number	[_____]	
Contact information for complaints or inquiries	Please contact: support@arcadia.com or 866-526-0083 to reach the Arcadia customer experience team.	
Billing Service Provider's privacy policy	https://legal.arcadia.com/?contractType=privacy	

EXHIBIT B
NOTICE OF CANCELLATION

Your copy

[Enter Effective Date of transaction]

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to [NAME OF SELLER] at [ADDRESS] not later than midnight of [Enter date that is three business days from Effective Date].

I hereby cancel this transaction.

Subscriber signature: _____

Subscriber printed name: _____

Date: _____

EXHIBIT B
NOTICE OF CANCELLATION

Seller's copy

[Enter Effective Date of transaction]

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to [NAME OF SELLER] at [ADDRESS] not later than midnight of [Enter date that is three business days from Effective Date].

I hereby cancel this transaction.

Subscriber signature: _____

Subscriber printed name: _____

Date: _____



Community Shared Solar Subscription Agreement

Version

Contract Acceptance

Signer

Contract ID

Email

Date

IP Address

User Agent

PLAIN LANGUAGE SUMMARY

This Community Solar Subscription Agreement goes into effect as of the earliest date on which both you and we, Arcadia Power, Inc. ("Arcadia"), sign the agreement. The agreement will stay in effect indefinitely, until terminated by you or us.

By subscribing to a local community solar project you will receive from your local utility credits that reduce your utility bill. As set forth in the New Jersey Community Solar Disclosure Form (the "Disclosure Form"), you will pay us no more than 90% of the value of these credits, effectively resulting in no less than a 10% savings for you. The Disclosure Form sets forth an estimate of the savings that a typical customer will realize, net of the amounts you will pay us, assuming a 10% discount. The actual discount you receive may change from time-to-time, but will never be less than 10%. We will bill you monthly for the credits you receive from your utility.

No installation is required at your home. You will be notified of the specific solar project that will generate the credits under this Agreement before we submit your enrollment to the utility. Arcadia will not own the solar project that generates the credits. Instead, this agreement will be assigned to the project owner, and Arcadia will act as billing service provider (also known as the "subscriber organization") for that project owner.

You may cancel this agreement with no fee or penalty for any reason, however, it may take up to 90 days for your cancellation to take effect and you agree to continue paying for any credits you receive for up to 90 days after your request to cancel.

NOTICE: In addition to other termination rights, you may cancel this agreement at any time prior to midnight of the seventh day after the effective date of this agreement by contacting us by email (support@arcadia.com) or phone (866-526-0083).

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

This Community Solar Subscription Agreement is between you, the "Subscriber" named in the digital record of your e-signature accepting the terms of this Agreement (the "Contract Acceptance"), and Arcadia Power, Inc. ("Seller" or "we" or "us"), for your subscription (the "Subscription") to a percentage of the energy generated by a solar photovoltaic energy system described in the Disclosure Form (the "System"). The Subscription is made pursuant to the rules of the New Jersey Board of Public Utilities Community Solar Energy Pilot Program, N.J.A.C. 14:8-9, which provides for the generation of kWh or monetary bill credits based on your Subscription to a System that reduce your utility bill ("Community Solar Credits" or "Credits"). Each of Subscriber and seller are sometimes referred to as a "Party", and, collectively, as the "Parties".

1. Community Solar Credits. For Credits received on your utility bill, you will pay Seller no more than 90% of the monetary value of such Credits, and you will therefore retain no less than 10% of the monetary value of the Credits (the "Subscription Discount"). The initial Subscription Discount for the Credits is as set forth in Exhibit A. Seller will provide you written notice of any change in such Subscription

Discount, but that change will never result in the Subscription Discount being less than 10%. Seller reserves the right to implement net crediting. Net crediting is a form of billing where your subscription price to us will already be factored into the Community Solar Credits you receive on your utility bill. If net crediting is implemented, you will no longer pay anything to us for the Community Solar Credits. Instead, the Community Solar Credits on your utility bill will be equal to only the net amount of savings to which you are entitled. For example, if your portion of solar production is worth \$100, you would simply receive \$10 in Credits on your utility bill, thus providing the same amount of savings.

2. Subscription Term; Allocation Date; Cancellation or Transfer. The Subscription Term (the "Term") will commence as of the earliest date on which both you and we sign the Agreement ("Effective Date") and continue indefinitely until terminated by either Party. You may cancel this Agreement for any reason with no fee or penalty by notifying Seller. Following your notice to cancel, we will promptly direct the utility to cease allocating Credits to you from the System. In our experience, it could take the utility up to 90 days to process the cancellation. You may also transfer this

Agreement to another utility account of yours provided that we determine that such account is eligible to receive Credits from the System. Until we notify you in writing that your cancellation or transfer has been processed by the utility, you are required to continue paying for the Credits that you receive for up to 90 days, in accordance with the terms of this Agreement.

3. Subscription Size; Reallocation; Termination by Seller. Your initial Subscription size will be calculated by us to generate Credits no greater than your estimated annual electricity usage in the case of kWh credits or no greater than your estimated annual electricity cost in the case of monetary credits. We may adjust your Subscription size at any time without notice, for example if the System underperforms its projected generation capacity, subject to the limitations described above with respect to your estimated annual electricity usage or cost as applicable. We may reallocate your Subscription to an alternative solar photovoltaic system participating in the Community Solar Energy Pilot Program at any time, by providing notice to you, in which case Seller may assign this Agreement pursuant to Section 8 below and such alternative system will become the "System" under the terms of this Agreement. You acknowledge and agree that (i) you may not participate in more than one shared solar facility or one multi-family solar facility and (ii) you may not participate in this program if you are already a net-metering customer. We may terminate your Subscription at any time by providing notice to you.

4. Billing Service Provider. The initial Billing Service Provider for this Agreement is Arcadia, which may sometimes be referred to as the "subscriber organization", and whose terms of service are available at legal.arcadia.com. Seller may change the Billing Service Provider at any time by notifying you in writing. On a monthly basis during the Term, we will invoice you for Credits you receive, in an amount equal to no more than 90% of the monetary value of the Credits received on your utility bill (the "Subscription Payment"). Seller is entitled to process and collect on invoices per the Billing Service Provider's terms of service.

Subscriber authorizes the Billing Service Provider to obtain, review and share the following information with and from the utility, and to share such data with Seller: customer name; billing address and premise address; utility account number; and share solar subscription information, including pricing, subscription size, contract start date and length, and terms of subscription; energy consumption data; energy billing data; and other

utility account information as reasonably required by Billing Service Provider. This information will not be disclosed by Seller to third parties except as needed to provide the Subscription, including in connection with the acquisition or financing of the System, or as required by law. This authorization will be effective from the Effective Date until the expiration or termination of the Agreement.

5. Customer Support Provider. The initial Customer Support Provider for this Agreement is Arcadia, whose contact information is:

Email: support@arcadia.com
Toll-free phone: 866-526-0083

Seller may change the Customer Support Provider at any time by notifying you in writing. Subscriber should contact the Customer Support Provider in the event of any questions or concerns.

6. Default. You will be in default under this Agreement if you fail to make any payment when it is due and such failure continues for a period of ten (10) days. If this Agreement is in default, Seller may terminate this Agreement. Upon any such termination, you will be responsible for paying any outstanding balance for Credits previously received or received for up to 90 days after termination, but will not be liable to us for any other amounts.

7. Solar Incentives; Environmental Attributes. You acknowledge that you have no right to, and you disclaim any right to, Solar Incentives or Environmental Attributes related to the System or the solar energy generated by your Subscription. "Solar Incentives" means any accelerated depreciation, installation, or production-based incentives, investment tax credits and subsidies, and all other solar or renewable energy subsidies and incentives. "Environmental Attributes" means, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, or tradable renewable credits.

8. Assignment. Without the consent of Subscriber, Seller may assign, or transfer its rights and obligations under this Agreement to any third party that owns the System. Subscriber is prohibited from assigning this Agreement without Seller's written consent. If Subscriber moves to another location within the area served by the same utility, Subscriber is entitled, to the extent permitted by the applicable regulations, to have this Agreement apply to the new location and related utility account.

9. Limitation of Liability. In no event shall either Party be liable to the other, including for claims based on negligence of a Party, for damages under this Agreement that exceed an amount equal to three months of the average invoice to Subscriber under this Agreement.

10. Governing Law. The laws of the State of New Jersey shall govern this Agreement without giving effect to conflict of laws principles, provided that the Arbitration Provision shall be governed by federal law. Any disputes shall be subject to the limitation of liability described in Section 9.

11. Arbitration Provision. PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. FOR AVOIDANCE OF DOUBT, BECAUSE THE PARTIES AGREE TO ARBITRATE ALL DISPUTES ARISING FROM OR RELATING TO THIS AGREEMENT, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE JAMS' STREAMLINED RULES.

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (a "Dispute"), shall be resolved by arbitration in the JAMS or other accredited arbitration office located closest in mileage to your permanent place of residence before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the award by the arbitrator may be entered in any court having jurisdiction. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

(i) We agree that any Dispute between us shall be resolved exclusively by arbitration as set forth in this Section 11 ("Arbitration Provision"). Either Party may initiate the arbitration process by filing the necessary forms with JAMS (see www.jamsadr.com for more details).

(ii) The arbitration will be administered by JAMS by a single neutral arbitrator agreed on by the Parties within thirty (30) days of the commencement of the arbitration. If the Parties are unable or fail to agree upon the arbitrator within such time, the arbitrator shall be appointed by JAMS in accordance with its rules.

(iii) In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

If the arbitrator(s) determine a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing Party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration.

(iv) **CLASS ACTION AND CLASS ARBITRATION WAIVER.** ONLY DISPUTES INVOLVING YOU AND SELLER OR THE BILLING OR CUSTOMER SERVICE PROVIDER FOR THIS AGREEMENT MAY BE ADDRESSED IN THE ARBITRATION. DISPUTES MUST BE BROUGHT IN THE NAME OF AN INDIVIDUAL PERSON OR ENTITY AND MUST PROCEED ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS. THE ARBITRATOR WILL NOT AWARD RELIEF FOR OR AGAINST ANYONE WHO IS NOT A PARTY. IF EITHER PARTY ARBITRATES A DISPUTE, NEITHER PARTY, NOR ANY OTHER PERSON, MAY PURSUE THE DISPUTE IN ARBITRATION AS A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION, NOR MAY ANY SUCH DISPUTE BE PURSUED ON YOUR OR OUR BEHALF IN ANY LITIGATION IN ANY COURT. CLAIMS REGARDING ANY DISPUTE AND REMEDIES SOUGHT AS PART OF A CLASS ACTION, CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION ARE SUBJECT TO ARBITRATION ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS ONLY, AND THE ARBITRATOR MAY AWARD RELIEF ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS.

- (v) The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any Dispute shall apply to any arbitration between the Parties. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

- (vi) **Governing Law.** This Arbitration Provision is governed by the Federal Arbitration Act ("FAA"). The arbitrator must apply substantive law consistent with the FAA.

- (vii) **YOUR RIGHT TO OPT OUT.** You may choose to opt out of this Arbitration Provision but only by following the process set forth herein. If you do not wish to be subject to this Arbitration Provision, then you must send us a written opt-out notice so that we receive it within forty-five (45) days of the date of this Agreement at the notice address described in Section 12. Your notice must be sent to us by certified mail, return receipt requested. Upon receipt of an opt-out notice, we will credit you for the standard cost of a certified letter. Your opt-out notice must include your name, address, the date of this Agreement, a statement that you wish to opt out of the Arbitration Provision and must not be sent with any other correspondence. Your decision to opt out of this Arbitration Provision will not affect your other rights or responsibilities under this Agreement, and applies only to this Arbitration Provision.

BECAUSE THE PARTIES HERETO HAVE AGREED TO ARBITRATE ALL DISPUTES, NEITHER OF US WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAW GOVERNING ARBITRATION AWARDS. OTHER

RIGHTS THAT THE PARTIES HERETO WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

Notwithstanding any provision to the contrary in this Agreement, in the event that any dispute remains unresolved, you may contact the Board of Public Utilities by calling 1-800-624-0241 or submitting a customer complaint form at: <https://njcleanenergy.com/renewable-energy/programs/community-solar/complaint-form>.

Further, if Subscriber, in good faith, wishes to file any other complaint or dispute with Seller, Subscriber may do so via written notice or electronic mail as soon as possible, at the contact information provided in Section 12, below.

If any term of this Arbitration Provision, other than the Class Action and Class Arbitration Waiver, is deemed or found to be invalid, void or unenforceable for any reason, that term shall be deemed severable and shall not affect the validity or enforceability of any remaining term. The Class Action and Class Arbitration Waiver is non-severable and if it is deemed or found to be invalid, void or unenforceable for any reason, the entire Arbitration Provision set forth in this Section 11 shall be null and void.

12. Notices. All notices under this Agreement shall be in writing and shall be by electronic mail. Notices to Subscriber which Seller wishes to provide directly to Subscriber shall be sent to the email address specified in the Contract Acceptance. Notices to Seller shall be sent to the email address set forth below or such other address as Seller may subsequently specify in writing.

Arcadia
555 11th St NW, Suite 400
Washington, D.C. 20004
Email: support@arcadia.com
Phone: (866) 526-0083

13. Amendment. This Agreement may only be amended in a writing signed by both Parties.

14. Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the Subscription for Community Solar Credits. There are no other agreements regarding this Agreement, either written or oral. Except as otherwise provided herein, if any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be

interpreted or re-written so as to make them enforceable.

[Signature page follows]

Electronic Signatures.

BY AFFIXING YOUR ELECTRONIC SIGNATURE BELOW, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND ALL EXHIBITS IN THEIR ENTIRETY, AND (B) AGREE TO ALL TERM AND CONDITIONS OF THIS AGREEMENT AND ALL EXHIBITS.

SUBSCRIBER

Signed: /s/ Subscriber as named in the Contract
Acceptance
Date: as specified in the Contract Acceptance

SELLER

ARCADIA POWER, INC.
Signed: /s/ Arcadia Power, Inc.
Date: November 23, 2021

Exhibit A
Subscription Discount and Estimated Savings

Your Subscription Discount is 10% unless otherwise notified in writing by Seller.

The following example estimated savings calculation assumes:

- Annual electricity usage = 10,000 kWh
- Annual solar production yield by the System = 1,200 kWh/kW
- Subscription size = 8.33 kW
- Value of Community Solar Credits = \$0.15/kWh
- Subscription Discount = 10%

Based on the above assumptions, savings would be calculated as follows:

- Annual Community Solar Credits = $8.33 \text{ kW} * 1,200 \text{ kWh/kW} * \$0.15/\text{kWh} = \$1,499.40$
- Annual Subscription Payments = $\$1,499.40 * 90\% = \$1,349.46$
- Annual Savings = \$149.94

-



Community Solar Subscription Agreement

Version

Contract Acceptance

Signer

Contract ID

Email

Date

IP Address

User Agent



RESIDENTIAL SUBSCRIPTION AGREEMENT NEW JERSEY COMMUNITY SOLAR PROGRAM

Thank you for supporting community solar energy in New Jersey!

The attached Community Solar Subscription Agreement provides you with a simple way to save money by supporting a local community solar project. There will be no change in the quality or reliability of your utility electricity service, and no installation is required at your property.¹

Summary of key details:

- You will receive Credits for solar electricity production that serve to reduce your electricity bill. You will pay Arcadia for these Credits at a discounted rate. For each dollar in Credits that you receive (or the equivalent if kWh credits are provided), you will pay Arcadia no more than 79% of the value of such Credits, and you will retain no less than 21% in savings (you may receive a higher discount if you signed up through a qualifying promotional code or URL). There are no fees or charges other than the discounted amount you will pay for Credits. Arcadia will ultimately transfer your payment to {\$apilookup_project_company}, a Solar Landscape company that owns the community solar system.
- There will be no change in the quality or reliability of your utility electricity service, no utility charges are included in this Agreement, and no installation is required at your property.
- You may cancel this Agreement without penalty at any time. You will continue to pay Arcadia, at the same discounted rate, for Credits you receive before the cancellation takes effect.
- Arcadia is not affiliated with, endorsed by, or otherwise acting on behalf of, any utility, any consumer group, or any governmental body. Arcadia's community solar activities are not subject to the same regulation and oversight as a public utility.² Arcadia does not own the community solar system to which you are subscribing. Rather, a Solar Landscape company owns the community solar system and has contracted with Arcadia to acquire participants and manage payments.

Once again, thanks for supporting your community's smart and sustainable environmental programs. We are thrilled to have you as a community solar subscriber and look forward to providing you with savings and an excellent renewable energy customer experience.

Sincerely,



{ \$apilookup_project_company }, a Solar Landscape Company

<https://www.solarlandscape.com/>

info@solarlandscape.com

844-765-2769

¹ By participating in this Program, you are supporting renewable energy development but are not purchasing renewable energy. The energy generated by the project does not go directly to your home, but instead is fed into the power grid.

² For more information visit the New Jersey Board of Public Utilities ("NJBP") Community Solar Energy Pilot Program webpage and online brochure: <https://njcleanenergy.com/renewable-energy/programs/community-solar> and https://njcleanenergy.com/files/file/CI%20Program%20Literature/FY20%20Brochures/Community%20Solar%2011_9_19%20approved.pdf.

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

This Community Solar Subscription Agreement (the “**Agreement**”) is entered into by and between the Subscriber first identified within the electronic signature certificate/record as having accepted the terms and conditions of this Agreement (the “**Subscriber**”), and the System project owner identified below on the electronic signature page (“**Owner**”) (a Solar Landscape affiliate), and is effective as of the latter date signed by both the Subscriber and the Owner (the “**Effective Date**”). The Subscriber and Owner may be referred to in this Agreement by name or as a “**Party**” or collectively as the “**Parties**” as the context provides and requires.

Pursuant to this Agreement the Subscriber shall receive Community Solar Credits correlating to a calculated percentage of the production of a remotely located solar photovoltaic system project (*i.e.*, a community solar farm) participating in the State of New Jersey Board of Public Utilities’ Community Solar Energy Pilot “**Program**” (the “**System**”). For additional System specific information, refer to the New Jersey Community Solar Disclosure Form (the “**Program Disclosure Form**”) to which this Agreement is attached. For additional Program information visit: <https://njcleanenergy.com/COMMUNITYSOLAR>.

1. Community Solar Credits. This Agreement is for a subscription to a calculated percentage (%) of the energy generated by the System (the “**Subscription**”), through which volumetric (per kWh) or monetary (dollar value) renewable energy bill credits will be produced and provided to Subscriber that can be used to reduce/offset Subscriber’s electricity utility account bill (“**Community Solar Credits**” or “**Credits**” or “**Bill Credits**”). The category of Credits provided and received via the Subscription (*i.e.*, kWh or monetary) may depend upon several factors including the utility involved, location, and/or classification of the Subscriber (*e.g.*, residential v. commercial). Credits can be applied against the total amount due on Subscriber’s metered electricity utility account bill (“electric bill”). Unused Credits expire after twelve (12) months.

- a. For the Credits received on Subscriber’s electric bill via the Subscription, Subscriber will pay Owner no more than **79%** of the monetary value of such Credits (“**Subscription Payment**”), and in return, Subscriber shall retain no less than **21%** of the monetary value of such Credits (“**Subscription Savings**”). Subscriber may qualify for a higher percentage discount (and thus more savings) if Subscriber signed up through a qualifying promotional code or URL.
- b. The number of Credits Subscriber will receive will vary based on the amount of energy produced by the System in any given month.
- c. Owner does not guarantee any minimum/maximum System production to Subscriber.

- d. Subscriber understands that Owner cannot guarantee whether the value of Credits provided by the utility will increase or decrease and, if it does, by how much.
- e. Whether the number/value of Credits increases or decreases, any such change will not affect the minimum percentage value of the Subscription Savings which is guaranteed (*i.e.*, at least **21%** discount off the monetary value of the Bill Credits).
- f. An estimate of the Subscription Payment is included in the Program Disclosure Form to which this Agreement is attached.
- g. The estimated monetary value of the Credits and sample bills can be obtained via the links provided within this agreement’s Exhibit 2.
- h. Owner makes no representations or warranties concerning the tax implications of any Credits provided to Subscriber.
- i. Subscriber will not receive any Credits until after the System begins generating power.
- j. The NJBPU does not regulate the Subscription Payment, nor does it guarantee projected savings.
- k. Additional System and Subscription details are located within the Program Disclosure Form provided to Subscriber contemporaneously with this Agreement.
- l. Frequently asked Program questions: https://njcleanenergy.com/files/file/CI%20Program%20Literature/FY20%20Brochures/Community%20Solar%2011_9_19%20approved.pdf.

2. Term; Cancellation; Transfer; Exclusivity. This Agreement is effective as of the Effective Date and continues until terminated by either Party (the “**Term**”). Subscriber may terminate this Agreement at any time with no fee/penalty by providing Owner with advance written notice of Subscriber’s termination. During the Term Owner may terminate this Agreement at any time by providing advance written notice to Subscriber. Any such advance written notice by Owner shall specify the date as of which Credits will no longer be allocated to Subscriber and such date shall serve as the effective date of Owner’s termination of this Agreement.

- a. During the Term Owner shall be Subscriber’s exclusive provider of Community Solar Credits via any form of subscription to a solar photovoltaic system project.
- b. Subscriber may retain and transfer the Subscription to another metered electricity account with no fee (or at least a downsized version of the Subscription relative to the Subscriber’s new Subscription size) if the Subscriber changes address for utility service within the same utility service territory, and within the same geographic area in which the System has been approved by the NJBPU to sell Bill Credits, provided Owner determines in its sole discretion that such address is eligible to receive Credits from the System.

- c. Following the receipt of a notice of early termination from Subscriber, Owner will promptly and appropriately direct the applicable utility to cease allocating Credits to Subscriber's account(s) via the System. Utilities can take up to one hundred eighty (180) days to process such cancellation requests. Accordingly, until Owner notifies Subscriber in writing that a requested termination has been processed by the applicable utility, Subscriber is required to continue paying for the Credits that Subscriber receives for up to one hundred eighty (180) days from the date of Owner's receipt of the corresponding written notice.

3. Subscription Size; Reallocation. Subscriber's initial Subscription percentage size will be calculated by Owner to generate Credits with respect to Subscriber's applicable metered electric bill account(s) and the amount of such Credits shall be no greater than Subscriber's estimated annual electricity cost for such metered account(s). Owner may adjust Subscriber's Subscription size for each metered account at any time without notice, subject to the limitations described herein with respect to Subscriber's estimated annual electricity cost. Owner may reallocate Subscriber's Subscription for any metered account to an alternative solar photovoltaic system participating in the Program at any time by providing written notice to Subscriber in which case such alternative solar photovoltaic system will then become the "System" under the terms of this Agreement.

4. Billing Service Provider. The provider of all billing related services for the Subscription is Arcadia Power, Inc. ("Arcadia" and "Billing Service Provider"). Owner may change the Subscription's Billing Service Provider at any time by notifying Subscriber of such change in writing. On a monthly basis during the Term, the Billing Service Provider will invoice Subscriber for the Subscription Payment according to data retrieved from Subscriber's electric bill and/or supplemental reports received from the applicable utility.

The Billing Service Provider shall process and collect on Subscription Payment invoices per the "Terms of Service" ("TOS") available for review at <https://legal.arcadia.com>.

- a. To facilitate the Subscription, Subscriber agrees to enroll in Billing Service Provider's Autopay Program whereby the Subscription Payment will be automatically debited/charged from Subscriber's preferred payment method. See TOS at Section 7.
- b. To facilitate the Subscription, Subscriber authorizes the Billing Service Provider to obtain and review certain information from the applicable utility, and to share such information with Owner, including Subscriber's energy consumption data, energy billing data, and utility account data. The Parties agree that this information will not be disclosed to third parties except as may be reasonably necessary to provide and promote the

Subscription, to develop and maintain the System, or as otherwise required by law. Subscriber's authorization will remain in effect from the Effective Date until the termination of this Agreement.

- c. To facilitate the Subscription, Subscriber agrees to receive Subscription related communications from Owner (or any affiliate thereof) and the Billing Service Provider. Subscriber also agrees to receive promotional communications from Owner, Solar Landscape, and the Billing Service Provider. Such communications may include e-mail and text messages, phone calls, and push notifications. Subscriber agrees that any such communications may be generated by automated systems and be recorded for quality and compliance purposes. Appropriate opt-out instructions shall be provided within any such promotional communications. See TOS at Section 18 for more details.
- d. Subscriber acknowledges and agrees that in the event of a utility billing error, Subscriber will be responsible for reimbursing Owner for any unwarranted increases in the number of Credits Subscriber received because of such error. Neither the Billing Service Provider nor the Owner are liable for utility billing errors.
- e. If the System is out of service for more than three (3) consecutive business days (an "Outage"), the Billing Service Provider may inform Subscriber of such Outage via an appropriate communication method. Any such communication may include the estimated duration of the Outage and estimated production lost due to the Outage. A System outage will not affect utility electricity service.
- f. Owner and/or Billing Service Provider reserves the right to implement Consolidated Billing in the future, if such has not already been implemented, and will notify Subscriber in writing if/when such occurs. Consolidated Billing is a form of billing whereby the Subscription Payment will be calculated and already factored into the Credits Subscriber receives on Subscriber's electric bill. If Consolidated Billing is implemented, Subscriber will no longer pay for the Credits via invoice. Rather, the Credits reflected on Subscriber's electric bill will be equal to the net amount of savings to which Subscriber is entitled via the Subscription.

5. Customer Support Provider. The initial provider of all customer support related services for the Subscription is Arcadia ("Customer Support Provider"). Owner may change the Customer Support Provider at any time by notifying Subscriber of such change in writing. The Customer Support Provider can assist with the resolution of most Subscription, System, billing, and Owner related questions or concerns that Subscriber may have. For any such assistance Subscriber can visit Arcadia's customer support center webpage at <https://support.arcadia.com/hc/en-us>, or email Arcadia's customer support center at

support@arcadia.com, or call Arcadia's customer support center at 866-526-0083.

6. Default. Subscriber acknowledges, understands, and agrees that Subscriber will be in default under the terms of this Agreement if Subscriber:

- a. Fails to make any payment when payment is due and such failure continues for a period of ten (10) consecutive days; *and/or*
- b. Fails to maintain Subscriber's electricity utility account in good standing (*e.g.*, no 30, 60, 90 days past due balance); *and/or*
- c. Revokes Subscriber's Section 4(b) authorization and/or otherwise prevents Billing Service Provider from obtaining/accessing Subscriber's utility account data.

If Subscriber is in default under the terms of the Agreement, then:

- a. Subscriber will be responsible for paying any outstanding balance for Credits Subscriber previously received and/or Subscriber receives for up to one hundred eighty (180) days after the effective date of such termination; *and*
- b. Owner may terminate this Agreement by providing Subscriber with appropriate written notice; *and*
- c. Owner may allocate and/or assign to a third-party the Subscription percentage size allocated to Subscriber via this Agreement (pre-default).

7. Solar Incentives; Environmental Attributes. Subscriber acknowledges, understands, and agrees that Subscriber has no right to, and Subscriber disclaims any right to, Solar Incentives or Environmental Attributes related to the System, or the solar energy generated by the System. Subscriber has no right to, and Subscriber disclaims any right to, any solar energy allotted via the Subscription. "Solar Incentives" means any accelerated depreciation, installation, or production-based incentives, investment tax credits and subsidies, and all other solar or renewable energy subsidies and incentives. "Environmental Attributes" means, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, or tradable renewable credits.

8. Assignment. Owner may assign, or transfer any of its rights and obligations under this Agreement, in whole or in part, to any third-party without the consent of Subscriber.

9. Indemnification. Subscriber shall indemnify, defend (at Subscriber's own cost) and hold Owner, Owner's affiliates (including Solar Landscape), Billing Service Provider, and Customer Support Provider, harmless from and against any/all Claims, losses, liabilities, damages, and expenses, including reasonable attorney's fees and costs, based on or arising out of actual loss, actual damage, or actual injury, or alleged loss, alleged damage, or alleged injury, to

Subscriber, to persons, to entities, and/or to property, caused by or sustained in connection with any of Subscriber's independent acts and/or omissions, and/or as caused by or sustained in connection with any of Subscriber's electricity account utility's independent acts and/or omissions that affect Subscriber, and/or as may be caused by or sustained in connection with any conditions created by the same. The indemnification obligations in this Section represent material terms of this Agreement and the Subscriber agrees and understands that such obligations shall survive the termination of this Agreement indefinitely.

10. Limitations of Liability. Regardless of the Claims asserted, in no event shall Owner, any Owner affiliate (including Solar Landscape), the Billing Service Provider, and/or the Customer Support Provider be liable to Subscriber for damages under this Agreement that exceed an amount equal to three (3) months of the average invoiced Subscription Payment under this Agreement. Regardless of the Claims asserted, in no event shall Subscriber be liable to Owner for damages under this Agreement that exceed an amount equal to the average of invoiced Subscription Payments under this Agreement as multiplied by the number of Subscription Payments owed. Further, except as expressly provided for in this Agreement, to the extent not prohibited by applicable law, Subscriber waives all Claims against Owner, any Owner affiliate (including Solar Landscape), Billing service Provider and Customer Support Provider, for consequential damages arising out of or relating to this Agreement and the Subscription. This waiver is applicable, without limitation, to all consequential damages due to this Agreement's termination. Accordingly, neither the Owner, any Owner affiliate (including Solar Landscape), the Billing Services Provider, nor the Customer Support Provider, shall be liable to the Subscriber for: loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, Credits, goods or services; cost of capital; or for any special, consequential, indirect, punitive or exemplary damages.

11. Governing Law. This Agreement shall be governed by, interpreted, and construed in accordance with, the laws of the State where the System is located, without giving effect to any choice of laws principles that would require the application of the laws of a different state, provided that the enforcement of this Agreement's Arbitration Provisions shall be governed by federal law.

12. Arbitration Provisions. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING WITH RESPECT TO OWNER (OR ANY AFFILIATE THEREOF, INCLUDING SOLAR LANDSCAPE), THE BILLING SERVICES PROVIDER, THE CUSTOMER SUPPORT PROVIDER, AND

SUBSCRIBER. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. FOR AVOIDANCE OF DOUBT, BECAUSE THE PARTIES AGREE TO ARBITRATE ALL DISPUTES ARISING FROM OR RELATING TO THIS AGREEMENT, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN RELATED DISCOVERY EXCEPT AS PROVIDED FOR IN THE JAMS STREAMLINED RULES AND PROCEDURES.

Because of the delay and expense typically associated with the use of the State and Federal court systems, the Parties agree to exclusively submit to final and binding arbitration any/all Disputes before JAMS, in the JAMS arbitration office located closest in mileage to Subscriber's principal place of residence/business, before a single arbitrator, such arbitration proceedings to be administered pursuant to, and governed in accordance with, the then current JAMS Streamlined Arbitration Rules and Procedures.

See <https://www.jamsadr.com/rules-streamlined-arbitration/>.

- a. Either Party may initiate the arbitration process by filing the necessary forms with JAMS. Payment of all filing, administration, and arbitrator fees shall be governed by the JAMS applicable rules.
- b. Unless the Parties agree otherwise, the arbitration will be administered by JAMS via a single neutral arbitrator agreed upon by the Parties within thirty (30) days of the commencement of the arbitration. If the Parties are unable or fail to agree upon the arbitrator within such time, the arbitrator shall be appointed by JAMS in accordance with its rules.
- c. The arbitrator will issue a decision or award in writing stating the essential findings of fact and conclusions of law. Judgment on the decision/award by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than the transaction evinced by this Agreement. All statutes of limitations that are applicable to any Dispute shall apply to any arbitration between the Parties.
- d. The arbitrator shall award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration. If the arbitrator determines a Party to be the prevailing Party under circumstances where the prevailing Party won on some but not all Claims asserted, then the arbitrator may award the prevailing Party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration.

- e. Except as may be required by law, neither a Party nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties, except as necessary to enforce the award.
- f. **CLASS ACTION AND CLASS ARBITRATION WAIVER.** ONLY DISPUTES INVOLVING SUBSCRIBER AND OWNER (OR ANY AFFILIATE THEREOF, INCLUDING SOLAR LANDSCAPE) OR THE BILLING SERVICE OR CUSTOMER SUPPORT PROVIDERS FOR THIS AGREEMENT MAY BE ADDRESSED IN THE ARBITRATION. DISPUTES MUST BE BROUGHT IN THE NAME OF AN INDIVIDUAL PERSON OR ENTITY AND MUST PROCEED ON AN INDIVIDUAL BASIS (NON-CLASS, NON-REPRESENTATIVE). The Parties agree that any arbitration shall only be conducted on an individual basis and that if it is determined, despite the clear and unambiguous intent of the Parties as stated in this Agreement, to permit arbitration other than on an individual basis, such arbitration will immediately be terminated and neither party will be under any obligation to continue in such arbitration. In the case of such termination, or if the arbitration clause is deemed inapplicable or invalid, or otherwise is deemed to allow for litigation of disputes in court, the Parties both waive, to the fullest extent allowed by law, any right to pursue or participate as a plaintiff or a class member in any claim on a class or consolidated basis or in a representative capacity.
- g. The Arbitration Provisions of this Agreement are governed by the Federal Arbitration Act ("FAA"). The arbitrator must apply substantive law consistent with the FAA. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. The FAA shall govern the interpretation, enforcement, and proceedings pursuant to these Arbitration Provisions and this Agreement. These Arbitration Provisions shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- h. **RIGHT TO OPT OUT.** Subscriber may choose to opt out of these Arbitration Provisions but only by following the process set forth herein. If Subscriber does not wish to be subject to these Arbitration Provisions, then Subscriber must send Owner a written opt-out notice so that Owner receives such notice within forty-five (45) days of the Effective Date of this Agreement at the notice address described in Section 14. Subscriber's notice must be sent to Owner by certified mail, return receipt requested. Upon receipt of an opt-out notice, Owner will credit Subscriber's account for the standard cost of a certified letter. Subscriber's opt-out notice must include Subscriber's name, address, the date of this Agreement, a statement that Subscriber desires to opt out of this Agreement's Arbitration Provisions, and must not be

sent with any other correspondence. Subscriber's decision to opt out of these Arbitration Provisions will not affect Subscriber's other rights or responsibilities under this Agreement and applies only to these Arbitration Provisions.

- i. "Disputes" means any/all disagreements or controversies between the Parties involving Claims arising out of or relating to this Agreement, including, without limitation, disagreements or controversies regarding Claims as to the validity, interpretation, performance, breach and/or enforcement of this Agreement, the business relationship by and between the Parties, and/or the determination of the scope or applicability of this agreement to arbitrate. The definition of the term Disputes is intended by the Parties to be construed in the broadest possible manner. Any Disputes shall be subject to the limitations of liability described in Section 10.
- j. "Claims" means any/all claims, counterclaims, defenses, demands, class actions, causes of action, judgments, orders and decrees, and all other claims of every kind and nature in law, equity, arbitration, administrative action, or other forum, whether arising under department, regulatory, agency, local, state, federal, international or other law, rule and/or regulation, of whatever nature or character, whether absolute or contingent, direct or indirect, known or unknown, existing prior to, as of, and/or after the Effective Date of this Agreement. The definition of the term Claims is intended by the Parties to be construed in the broadest possible manner.
- k. If any term(s) of these Arbitration Provisions, other than the Class Action and Class Arbitration Waiver, is deemed or found to be invalid, void, or unenforceable for any reason, then that term shall be deemed severable and shall not affect the validity or enforceability of any remaining term(s). The Class Action and Class Arbitration Waivers are non-severable and if it is deemed or found to be invalid, void, or unenforceable for any reason, then this entire Arbitration Provisions Section 12 shall be null and void.

13. New Jersey Clean Energy Program ("NJCEP"). The Owner, Billing Service Provider, and/or Customer Support Provider can assist with the resolution of many Subscription and System related questions and/or concerns that Subscriber may have. However, if either Provider is unable to assist in this regard, then Subscriber should contact the NJBPU's NJCEP by calling 866-657-6278, by emailing communitysolar@NJCleanEnergy.com, or by visiting <https://njcleanenergy.com/misc/about-njcep/contact-us>.

14. Notices. All communications and requests required or permitted by this Agreement shall be in writing and shall be sent by electronic mail, express courier, or overnight mail, all return receipt requested, to the address(es) below or to such other address provided by a Party from time-to-time pursuant to this Section.

Billing Service Provider and Customer Support Provider:

Arcadia Power, Inc.
555 11th St NW, Suite 400
Washington, D.C. 20004
support@arcadia.com; (866) 526-0083
www.arcadia.com

With Mandatory Copy to Owner:

c/o **Solar Landscape**
522 Cookman Avenue, Unit 3
Asbury Park, NJ 07712
info@SolarLandscape.com

Subscriber:

See contact information on attached Electronic Signature Certificate/Record.

15. Publicity. Subscriber agrees not to use or publish the names or logos of the Owner, (or any affiliate thereof, including Solar Landscape), nor those of the Billing Service and Customer Support Providers, in any advertisement or promotion without first obtaining prior written consent.

16. Linked Sites. This Agreement's Linked Sites are provided as a convenience and are not under Owner's control. Owner is not responsible for and does not necessarily endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. Owner makes every effort to ensure that such content is appropriate and current, however, Owner has no control over the constantly changing internet landscape. If Subscriber is linked to a problematic site, or if a provided link is inoperative, then Subscriber should send an appropriate message to support@arcadia.com and info@solarlandscape.com.

17. Force Majeure. No Party shall be liable for delay of performance or for any failure to perform any of its obligations hereunder (excepting payment obligations) due to causes beyond its control, in whole or in part, including, without limitation, labor difficulties, strikes, acts of suppliers, acts of utilities, pandemic, epidemic, fire, flood, earthquake, tornado, war, terrorism, loss of power, local access restrictions, government imposed restrictions, acts of third parties, failure(s) of third party services or products, or acts of God (each, a "Force Majeure" event).

18. Entire Agreement. This Agreement contains the entire agreement by and between the Parties regarding the Subscription. This Agreement is fully integrated and constitutes the complete and exclusive statement of the Agreement by and between the Parties regarding the subject matter herein and, as such, supersedes any prior understandings, agreements, warranties, or representations

by or between the Parties, written or oral, to the extent that such relates in any way to the subject matter of this Agreement. No supplement, amendment, modification, change or waiver of this Agreement shall be valid and binding unless executed in writing by the Parties to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision (whether similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

19. Cooperation. Subscriber agrees that Subscriber shall cooperate and work with Owner in connection with any financing, sale or other similar transaction undertaken by Owner or its affiliates relating to the System including, but not limited to, executing and delivering to Owner any and all estoppels, consents to assignment, documents, certificates, information, and any other materials that may be reasonably requested by Owner.

20. Interpretation. In interpreting words in this Agreement, unless the context will otherwise provide or require, the singular will include the plural, the plural will include the singular, and the use of any gender will include all genders. In the interest of brevity, this Agreement frequently omits modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

If at any time any provision(s) of this Agreement shall be held by an arbitrator or court of competent jurisdiction to be illegal, void, or unenforceable, then such provision shall be of no force and effect, stricken from the Agreement entirely, but the illegality or unenforceability and removal of such provision shall have no effect upon and shall not impair the enforceability of any other provision(s) of this Agreement.

21. Headings. The headings of Sections and paragraphs herein are intended solely for the convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

22. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original. Scanned and electronic signatures hereto shall be acceptable, valid, and binding.

23. English Proficiency. Subscriber acknowledges and agrees that Subscriber is proficient in writing, speaking, reading, and understanding the English language.

24. Authority. Each Party represents and warrants that it has the corporate/individual capacity, power, and authority to enter into this Agreement, and to carry out the terms and obligations set forth in this Agreement, and that the persons executing this Agreement have the authority to act for and bind each respective Party.

*** END OF AGREEMENT ***

Signatures Page and Exhibit(s) Follow
(This Space Left Intentionally Blank)

Electronic Signatures.

BY AFFIXING YOUR ELECTRONIC SIGNATURE BELOW, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND ALL EXHIBITS IN THEIR ENTIRETY; AND (B) AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT AND ALL EXHIBITS.

Subscriber authorizes Owner to complete the account information on the utility electric usage form on the Subscriber's behalf. The Subscriber's electronic signature on this Subscriber Agreement shall constitute the electronic signature on the electric usage form.

By signing below, the Parties agree to the General Terms of Service and Data Privacy Policy available at <https://legal.arcadia.com/>.

Subscriber may rescind Subscriber's acceptance of this Subscription Agreement at any time prior to midnight of the seventh business day after the Effective Date by contacting Owner. *See* attached notice of cancellation form for an explanation of this right.

SUBSCRIBER

/s/ Subscriber

See attached form of Electronic Signature Certificate/Record.

OWNER

Signed: _____

Name: _____

Title: _____

Date: _____

Exhibit 1

The completed New Jersey Community Solar Disclosure Form presented to the Subscriber prior to the first page of this Agreement is incorporated herein as this Exhibit 1. *See*

<https://njcleanenergy.com/files/file/CommunitySolar/Community%20Solar%20Subscriber%20Disclosure%20Form%20July%202020.docx>.

Exhibit 2

Utility	Good Faith Estimate of the Subscription Payment
	Atlantic City Electric Bill Credit Calculation Sample Bills: Residential Service Monthly General Service Secondary
	JCP&L Bill Credit Calculation Sample Bills: Residential Service General Service Secondary General Service Transmission General Service Primary
	PSE&G Bill Credit Calculation Sample Bills: Residential Commercial
	Rockland Electric Company Bill Credit Calculation Sample Bills: Residential Service Residential Space Heating Residential Time of Day Heating Service Small C&I General Service Secondary Commercial Primary Time of Day Service C&I Private Overhead Lighting Municipal Street Lighting

* <https://njcleanenergy.com/renewable-energy/programs/community-solar/bill-credits>